



Notice of Addendum STPA Form F 60800 (2008)

Sydney Tar Ponds Agency
1 Inglis Street
PO Box 1028, Station A
Sydney, NS B1P 6J7
Telephone: (902) 567-1035

Date: November 18, 2008

To: ALL BIDDERS

Subject: Addendum Number 2

**ADDENDUM # 2
Tender # STPA 2008S-22
TP6A FLOW DIVERSION
for the Sydney Tar Ponds Agency**

The following changes are to be noted in the document referenced above:

1) SECTION 00 21 13 - INSTRUCTION TO BIDDERS

(a) Replace with new Section dated November 18, 2008, attachment 001. Changes are underlined for quick reference.

2) SECTION 00 41 43 - UNIT PRICE BID FORM

(a) General Note:

Construction Water: This addendum point specifies that the Contractor will be responsible for the management of construction water. (See TP6 Assignment EPP and Assignment EPP Addendum points for more details concerning construction water).

(b) Page 4, under C. Civil Works - General, add new item 16 as follows and renumber subsequent items.

.16	Treatment of Construction Water				
.1	Phase I	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /100 Dollars)</i>				
.2	Phase II	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /100 Dollars)</i>				
.3	Phase III	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /100 Dollars)</i>				



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(c) Page 6, add estimated quantity on items 20 and 21 to read "1"

(d) Replace pages 7 & 8 with new pages dated November 18, 2008, attachment 002. Changes are underlined for quick reference.

3) TENDER PRICE AMENDMENT FORM

(a) Replace with new page attached (attachment 003).

4) SECTION 00 52 43 - FORM OF AGREEMENT

(a) Replace page 4 with new page dated November 18, 2008, attachment 004. Changes are underlined for quick reference.

(b) Replace page 6 with new page dated November 18, 2008, attachment 005. Changes are underlined for quick reference.

5) SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS

(a) Page 2, delete definition .23 Independent Engineer (IE) and change to read as follows:

.23 The Nova Scotia Department of Transportation and Infrastructure Renewal, acting on behalf of the federal and provincial governments, has retained the services of Conestoga-Rovers and Associates (CRA) to act in the capacity of the Independent Engineer (IE). The role of the IE activities are conducted in accordance with the conditions of the Memorandum of Agreement between the Government of Canada and the Government of Nova Scotia respecting Remediation of the Sydney Tar Ponds and Coke Ovens Sites, May 14, 2004 and its implementation agreements.

In this capacity, the IE will act as an unbiased third party monitoring the implementation activities, schedules, and expenditures of the Agency and its contractors and consultants. The IE will, amongst other things, review procurement documents, schedules, cost estimates and full computational checks of designs. It is not the IE's role to participate in any direct way in the design, construction, or QA/QC of the project; nor is the IE to take on the task of correcting any identified deficiency. Any deficiencies identified by the IE will be directed to the Agency for consideration.

To provide respondents with a full understanding of the role and responsibilities of the IE, the following documents are available for viewing at the Agency's office:

- .1 Request for Proposal for Independent Engineering Services to Facilitate the Remediation of the Sydney Tar Ponds and Coke Ovens sites, Sydney, Nova Scotia, Tender No. 60125994.
- .2 Proposal to Provide Independent Engineering Services to Facilitate the Remediation of the Sydney Tar Ponds and Coke Ovens sites, Conestoga-Rovers & Associates, May 2005.
- .3 The Independent Engineer Services Contract, dated September 23, 2005.



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- .4 The Independent Engineer Agreement, dated October 12, 2005.
- .5 Independent Engineer Operating Manual, Conestoga Rovers and Associate Revision Two, November 2006.

(b) Replace page 7 with new page dated November 18, 2008, attachment 006.

6) SECTION 01 11 00 - SUMMARY OF WORK

(a) Page 4, add new clause 1.6.4 as follows:

1.6.4 A Flow Diversion Phase cannot be decommissioned until the TP6B Channel Construction in the specified phase is complete as approved by the Design Engineer.

7) SECTION 01 22 00 - MEASUREMENT AND PAYMENT

(a) Pages 3, 4 and 5, add at the end of items 8.2, 9.1, 10.1, 11.1 and 12.1 the following:

“This item also includes all material including sockets and pile grout.”

(b) Page 6, add new item 16 as follows and renumber subsequent items.

16. Treatment of Construction Water

Construction water is the result of TP6 Part A activities that require the use of water and will generate potentially contaminated water. All construction water that is generated during TP6 Part A activities must be treated prior to being released back into the surrounding environment using a temporary waste water treatment facility. The compliance discharge criterion is bioassay for acute toxicity based on a 96 hour LC50 test. Treatment of Construction Water will be measured for payment by the lump sum per phase payable upon a percent complete basis of the work of the Phase for the control, collection, storage, discharge, analysis, treatment and associated permitting for construction water requiring treatment in accordance with the TP6A Assignment Environmental Protection Plan.

(c) Page 9, change items 20 and 21 to read as follows:

20. Rock Sockets Installation

Rock socket installation will be measured for payment for additional sockets by the each installed in the works in accordance with the drawings and specifications. This pay item will include all plant, labour and material to install the rock sockets including underwater concrete to elevations indicated on the drawings. Unit price to include all overhead and profit.

21. Installation of H Pile Sections at Rock Sockets

Installation of H Pile Sections will be measured for payment for additional piles by the each installed in the works in accordance with the drawings and specifications. This pay item will include all plant, labour and equipment for installation at: Ferry Street, The Narrows, and Battery Point.

8) **SECTION 11 01 60 - BYPASS PUMPING SYSTEMS**

(a) Page 3, add new clause 2.1.7 as follows:

2.1.7 Agency will reimburse contractor direct costs plus ten per cent (10%) for fuel and electricity on a monthly basis for the operation of the pumping system. Contractor is to maintain documentation to the satisfaction of the Design Engineer. Documentation is to clearly indicate that the fuel and electricity used is strictly for the operation of the pumping system.

9) **SECTION 22 11 19 - BACKFLOW PREVENTOR**

(a) Page 6, clause 2.1.2, delete "Nominal Pipe Diameter 48 in" to read "Nominal Pipe Diameter 900mm"

(b) Page 6, add new clause 2.1.3 as follows:

2.1.3 Quantity: 10.

10) Battery Point - silt curtains and oil boom: The Assignment Environmental Protection Plan, Section 3.2.1 states: to control the dispersal of sediments into the surrounding downstream environment or into the Sydney Harbour, two silt curtains and an oil absorbent boom will be installed on the outfall side of the energy dissipation outlet structures according to the protocols outlined in Section 3.2.1. This was further followed up in the Recommended Construction Sequence in the P drawings for all three Phases. The requirement for the silt curtains and oil boom at Battery Point is for Phase III only.

11) **APPENDIX B - TP6A ENVIRONMENTAL PROTECTION PLAN**

(a) Modify Appendix B as per attached amendments (attachment 007).

12) **APPENDIX C - TP6A QUALITY CONTROL PLAN**

(a) Delete pages 22 and 23 and replace with new pages dated November 18, 2008, attachment 008.

13) **APPENDIX K - CONSTRUCTION MILESTONE SCHEDULE**

(a) Replace with new Construction Milestone Schedule dated November 18, 2008, attachment 009.



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14) TO THE DRAWINGS

Add new drawings TP6-DWG-C-212 Temp. Construction Roads Typical Sections and TP6-DWG-C-213 Temp. Construction Roads Typical Sections, attachment 010. These drawings are for information only to provide clarity. Actual work is by others. Full size drawings will be provided with this addendum.

These changes will not require a revision to the Closing Date and Time, but will require revisions to other dates given in the Tender Documents.

In your bid, please indicate that you have noted this change by including the words "Includes Addendum # 002" on your *Bid Form*. If there are more than one (1) Addenda issued for this tender, please acknowledge each separately on your *Bid Form*.

Yours truly,

Jerome MacNeil
Contract Manager
Phone: (902) [567-2525]
Fax: (902) 567-1037
Email: jerome@tarpondscleanup.ca

Attachments:

- 001 - Section 00 21 13 Instruction to Bidders dated November 18, 2008 and Technical Proposal Score Sheet
- 002 - 00 41 43 Unit Price Bid Form - Pages 7 & 8 dated November 18, 2008
- 003 - Tender Price Amendment Form - Unit Price Contract
- 004 - 00 52 43 Form of Agreement - Page 4 dated November 18, 2008
- 005 - 00 52 43 Form of Agreement - Page 6 dated November 18, 2008
- 006 - 00 73 00 Supplementary General Conditions - Page 7 dated November 18, 2008
- 007 - Appendix B TP6A EPP Amendments
- 008 - Appendix C TP6A Quality Control Plan - Pages 22 & 23 dated November 18, 2008
- 009 - Appendix K TP6 Construction Milestone Schedule - Flow Diversion Part "A" dated November 18, 2008
- 010 - Drawings TP6-DWG-C-212 and TP6-DWG-C-213

Encl.

Drawings TP6-DWG-C-212 and TP6-DWG-C-213

ATTACHMENT 001

**SECTION 00 21 13 INSTRUCTION TO BIDDERS DATED NOVEMBER 18, 2008
AND TECHNICAL PROPOSAL SCORE SHEET**

PART 1 - GENERAL

- 1.1 Invitation .1 Bid Call:
- .1 The Sydney Tar Ponds Agency (Agency) will receive offers signed under seal, executed, and dated, **up to 2:00:00 pm, Atlantic time, on the 12th day of December, 2008, at the Agency Office, 1 Inglis Street, Sydney, Nova Scotia.**
- .2 Offers submitted after the above time shall be returned to the bidder unopened.
- .3 Offers will be opened at 2:30 pm, Atlantic time, on the 28th day of November, 2008, at the Agency Office.
- .4 Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.
- .5 Bids submitted against this bid call will include two sealed envelopes as per clause 1.8 Bid Submissions. The first envelope, Envelope A, will contain the Bid Form and the Technical Submission as per Section 11 01 60 - Bypass Pumping System, clause 1.4. The second envelope, Envelope B, will include the Local Economic Benefits Strategy. Bidders will be evaluated as follows, Price Score 85% and Economic Benefits 15%. The technical submission will be evaluated to ensure technical compliance as per clause 1.23. The Bidder with the highest overall score will be selected. Bids with a pricing premium of 6.0% or more above the lowest compliant bid will be rejected. Refer to Appendix D to the Bid Form.
- .6 Electronic submissions will not be accepted.
- .7 This tender is subject to the "Agreement on Internal Trade".
- 1.2 Intent .1 The intent of this bid call is to obtain an offer to perform work to complete the Remediation of Tar Ponds and Coke Oven Sites, TP6A - Flow Diversion, in accordance with the Contract Documents.
- .2 Substantial Performance of the project to be achieved on or before December 21, 2012, providing contract is awarded within sixty (60) calendar days of bid closing time.

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- 1.3 Contract Documents Identification .1 The Contract Documents are identified as the Agency Tender No. STPA2008S-22 as prepared by Earth Tech AECOM.
- 1.4 Contract/Bid Documents .1 Definitions:
.1 Defined in the General Conditions Contract.
- .2 Availability:
.1 Bid Documents may be obtained at the Agency - Office, 1 Inglis Street, Sydney, Nova Scotia.
.2 Bid Documents can be obtained by general contract bidders upon receipt of a non-refundable deposit by cheque or money order in the amount of \$100.00/set, payable to the Sydney Tar Ponds Agency.
.3 Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- .3 Examination:
.1 Bid Documents are on display at the Construction Association of Nova Scotia, Plans room, 260 Brownlow Ave., Unit 3, Dartmouth, NS and at CANS Sydney office, 275 Charlotte St., Sydney, NS.
.2 Upon receipt of Bid Documents verify that documents are complete; notify the Agency should the documents be incomplete.
.3 Immediately notify the Agency upon finding discrepancies or omissions in the Bid Documents.
- .4 Queries/Addenda:
.1 Direct queries to Jerome MacNeil, telephone (902) 567-2525.
.2 Queries and clarifications requested by bidders must be received in writing not less than seven (7) working days before date set for receipt of bids specified for delivery to the Agency Offices. The reply will be in the form of an addendum, a copy of which will be forwarded to known bidders:
.1 Where the Agency deems the information significantly affects the bid price, no later than five (5) working days before receipt of bids specified for delivery to the Agency Offices.
.2 Otherwise, no later than 72 hours before receipt of bids specified for delivery to the Agency Offices.
.3 Verbal answers to queries are not binding. Information must be confirmed by written addenda.
.4 Addenda may be issued during the bidding period. All addenda issued become part of the Contract Documents. Include costs associated with the
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- 1.4 Contract/Bid Documents (Cont'd) .4 Queries/Addenda: (Cont'd)
.4 (Cont'd)
addenda in the Contract Price.
- 1.5 Site Assessment .1 Site Examination:
.1 Visit the TP6A project site and surrounding area before submitting a bid. Direct queries with regard to site visits to Jerome MacNeil, telephone (902) 567-2525. Medical surveillance restrictions, as stipulated in the Agency Master Health and Safety Plan, Appendix A, apply to all Bidders intending to do work on the site.
.2 Bidders Briefing:
.1 A bidders briefing has been scheduled at 1:00pm, Atlantic time, on the 29th day of October, 2008 at the Agency Office, 1 Inglis Street, Sydney, N.S.
.2 All general contractors, Major subtrade bidders and suppliers are invited to attend.
.3 Representatives of the TP6 Agency Design Lead and Design Engineer will be in attendance.
.4 Information relevant to the Bid Documents will be recorded in an Addendum and issued to known bidders.
- 1.6 Bidders Registration .1 The successful Contractor and Subcontractors or their representatives shall comply with the Nova Scotia Corporations Registration Act or Partnership and Business Registration Act.
- 1.7 Qualifications .1 Subcontractors:
.1 The Agency reserves the right to reject a proposed subcontractor for reasonable cause.
.2 Refer to Article GC39 of General Conditions.
- 1.8 Bid Submission .1 Submit all Bids to the Agency Offices at times and locations noted Clause 1.1.
.2 Submissions:
.1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
.2 Bids shall be submitted on forms provided by the Agency. These forms must be completely filled out in ink or by typewriter, with the signature in
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- 1.8 Bid Submission .2 Submissions: (Cont'd)
(Cont'd)
- .2 (Cont'd)
longhand, and the completed form shall be without interlineations, alterations or erasures. Electronic submissions will not be accepted.
- .3 Submit two separate bid envelopes, clearly marked Envelope A "Bid Form Submission and Technical Submission for Bypass Pumping System" and second envelope marked as Envelope B "Economic Benefits" (Appendix D to the Bid Form) in a closed opaque envelope, clearly identified with bidders name, project name, and tender number on the outside.
- .3 A Tender Price Amendment Form is provided immediately following Bid Form.
- .1 The Tender Price Amendments Form provided is the standard master form for submission of all tender price amendments for this project.
- .2 Copy and complete the form, as directed, for all tender price amendments submitted.
- .4 Submit the executed offer on the Bid Forms provided, signed and sealed (if bidder is a corporate entity) together with the required bid security.
- .5 Improperly completed information, failure to supply Local Economic Benefits Strategy information, or, irregularities in bid security, may be cause to declare the bid informal, incomplete and rejected.
- 1.9 Bid .1 The Agency shall reject a bid which has been
Ineligibility received prior to the closing time where:
(Reason for .1 The bid is submitted by electronic
Rejection) transmission.
- .2 There are omissions of significant information.
- .2 There are omissions of significant information.
- .3 A bid is not signed.
- .4 The bid has qualifications attached which are not authorized or acceptable in accordance with the invitation to bid.
- .5 The bid fails to meet one or more standards specified in the invitation to bid.
- .6 The required bid security in the required form is not provided.
- 1.10 Communication .1 Communications must be in accordance with the
Affecting Bids printed Policies and Procedures of the Public Tenders Office of the Government of Nova Scotia.

- 1.10 Communication .2 Bid Forms submitted by facsimile transmission are
Affecting Bids not acceptable and will be rejected.
(Cont'd)
- .3 Tenders may be amended or withdrawn by letter, or
facsimile prior to date and time of closing.
Amendments of contract price must be as per 1.8 Bid
Submission and Tender Price Amendment Form. Facsimile
transmissions modifying bidder supplied information
are acceptable when signed by the signatory of the
original bid. The Agency assumes no liability for the
receipt of the transmission or for their proper
inclusion with original bid. There is no requirement
for follow up and upon receipt of a transmission it
will be considered binding on both parties.
Submissions must be submitted prior to closing time
and date specified in the bid documents.
- 1.11 Construction .1 The most up to date copy of the printed policies of
Contract the Nova Scotia Construction Contract Guidelines are
Guidelines applicable to these Bid Documents.
- 1.12 Bid and .1 All bid forms, bid security forms and performance
Security Forms assurance forms shall bear the bidder's original
- Signatures signature.
- 1.13 Bond Forms .1 Where the Agency Forms in this tender document are
- General required for Bid Security, or Performance Assurance,
the Agency will accept bonds on security company's
letterhead providing the wording and punctuation is
identical to the wording of the original Agency form.
- .2 Where bid bonds are required for Bid Security, the
Agency will also accept bid bonds on latest edition
of CCDC form.
- 1.14 Bid Security .1 The bidder shall submit with Bid one of the
Required of General following:
Contract Bidders .1 Bid Bond:
.1 Provide bond on the Agency Bid Bond form
or CCDC form as previously prescribed, in an
amount not less than ten percent (10%) of the
Contract Price.
.2 Bid Bonds, submitted by the general
contract bidder, signed and sealed by the bidder
and Surety and shall be with an established
Surety Company satisfactory to the Agency.

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- 1.14 Bid Security .1 (Cont'd)
Required of General .1 (Cont'd)
Contract Bidders .3 Where Bid Bond is used as bid security,
(Cont'd) include the cost of providing the Bid Bond in
the Contract Price.
- .2 Certified Cheque or Bank Draft:
.1 Provide a Certified Cheque or Bank Draft,
endorsed in the name of the Nova Scotia Minister
of Finance for a sum not less than ten per cent
(10%) of the amount of the Contract Price.
.2 Where Certified Cheque or Bank Draft is
used as bid security, include the cost in the
Contract Price.
- .3 Irrevocable Standby Letter of Credit:
.1 Provide an Irrevocable Standby Letter of
Credit for a sum not less than 10% of the
Contract Price.
.2 The Irrevocable Standby Letter of Credit
shall be issued by a certified financial
institution subject to the Uniform Customs and
Practices for Documentary Credit (1993 Revision)
International Chamber of Commerce (Publication
No. 500).
.3 Where Irrevocable Standby Letter of Credit
is used as bid security, include the cost in the
Contract Price.
- 1.15 Return of .1 The Bid security of the unsuccessful bidders will be
Bid Security returned to them after the Contract has been signed,
or previous to such time, at the discretion of the
Agency.
- .2 The above shall apply provided a Contract is awarded
to the Contractor within 60 days from the closing
date of the Bid.
- .3 If no contract is awarded, all Bid security will be
returned.
- 1.16 Performance .1 Maintain Performance Assurance in force for a period
Assurance Required of not less than 12 months after the issue of the
of General Contract Substantial Performance Certificate certified by the
Bidders Agency and until Completion of the Contract.
- .2 Endorse Performance Assurance as specified for Bid
Security.
-

1.16 Performance Assurance Required of General Contract Bidders
(Cont'd)

- .3 Submit as Performance Assurance one of the following:
- .1 Where a Bid Bond was used as bid security:
- .1 Within ten (10) days after notification of award of the Contract, provide the Agency with a Performance Bond and Payment Bond each in an amount of fifty per cent (50%) of the Contract Price.
- .2 Provide a Performance Bond and Payment Bond (Appendix E to the Bid Form) as described in the General Conditions of Contract and herein.
- .3 Include the cost of providing the Performance Bond and Payment Bond in the Contract Price.
- .2 Where Certified Cheque or Bank Draft is used as bid security:
- .1 The Certified Cheque or Bank Draft submitted during the bid period will be cashed and the amount retained by the Agency shall serve as Performance Assurance, including the payment of all obligations arising under the Contract.
- .2 The amount remaining will be returned without interest after a period of not less than 12 months after the issue of the Substantial Performance Certificate certified by the Agency and not until Completion of the Contract.
- .3 Where Certified Cheque or Bank Draft is used as Performance Assurance, include the cost of providing the Certified Cheque in the Contract Price.
- .3 Where an Irrevocable Standby Letter of Credit is used as bid Security:
- .1 The Irrevocable Standby Letter of Credit submitted during the bid period will be retained by the Agency and shall serve as Performance Assurance, including the payment of all obligations arising under the Contract.
- .2 Where Irrevocable Standby Letter of Credit is used as Performance Assurance, include the cost of providing the Irrevocable Standby Letter of Credit in the Contract Price. Contractor to provide documentation throughout the duration of the Contract that the Irrevocable Standby Letter of Credit remains in full effect at all times as specified.
- .3 Upon expiry of the Irrevocable Standby Letter of Credit, a separate Irrevocable Standby Letter of Credit shall be provided for work requiring extended warranties for such amounts as are required by the Contract.

1.17 Performance .1
Assurance Required
of Trade-Contractors

Where the trade contract or trade contracts of a Trade-Contractor listed in the Bid documents is in the amount of or totals \$100,000 or more the Trade-contractor shall provide the Contractor, within twenty (20) days after notification of award of the Contract, with Performance Assurance in one of the following ways. The Contractor shall furnish the Agency with a true copy of submitted method of Performance Assurance within that period.

.1 If providing a Bid Bond:

.1 Provide a Performance Bond and a Labour and Material Payment Bond each of which shall be on the Agency original forms acceptable to the Agency and in an amount equal to fifty percent (50%) of the amount of the contract(s) between the Contractor and the Trade-Contractor.

.2 Performance Bond and Payment Bonds, submitted by trade-contractors, shall be provided at the expense of the Trade-Contractors and shall be with an established Surety Company satisfactory to and approved by the Agency. Bonds shall be on the Agency forms or latest edition of CCDC forms.

.3 Include the cost of bonds in the trade contract price.

.2 If providing a Certified Cheque or Bank Draft:

.1 The Certified Cheque or Bank Draft submitted during the bid period will be retained by the Contractor and shall serve as Performance Assurance, including the payment of all obligations arising under the Contract.

.2 The amount remaining and owed the trade-contractor will be returned in accordance with payment provisions made between the trade-contractor and the contractor; but in any case without interest after a period of not less than 12 months after the issue of the Substantial Performance Certificate certified by the Agency and not until Completion of the Contract.

.3 Where Certified Cheque or Bank Draft is used as Performance Assurance, include the cost in the subcontract price.

.3 If providing an Irrevocable Standby Letter of Credit:

.1 The Irrevocable Standby Letter of Credit submitted during the bid period will be retained by the Contractor and shall serve as Performance Assurance, including the payment of all obligations arising under the Contract.

.2 Where Irrevocable Standby Letter of Credit is used as Performance Assurance, include the cost of providing the Irrevocable Standby Letter of Credit in the subcontract price. Provide to

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- 1.17 Performance Assurance Required of Trade-Contractors (Cont'd)
- .1 (Cont'd)
 - .3 (Cont'd)
 - .2 (Cont'd)

the Contractor documentation throughout the duration of the Contract that the Irrevocable Standby Letter of Credit remains in full effect at all times as specified. The Contractor shall provide copies of such documentation to the Agency.
 - .3 Upon expiry of the Irrevocable Standby Letter of Credit, a separate Irrevocable Standby Letter of Credit shall be provided for work requiring extended warranties for such amounts as are required by the Contract.
 - .2 The Trade-Contractor shall maintain Performance Assurance in force for a period of not less than 12 months after the issue of the Substantial Performance Certificate certified by the Agency and until Completion of the Contract.
- 1.18 Bid Form Requirements
- .1 Bid Signing:
 - .1 The bid form shall be signed under seal by a duly authorized signing officer(s) in their normal signatures.
 - .2 Appendices to the Bid Form:
 - .1 Appendix A to the Bid Form - Major Trade Contractors/Suppliers.
 - .1 Complete listing as scheduled and submit with Bid Form.
 - .2 Names of all Trade Contractors should be indicated opposite trades listed on Appendix A to the Bid Form, and unless this is done, Bids may not be considered.
 - .3 Own forces may only be named in Appendix A to the Bid Form when the Contractor is equipped to carry out and normally carries out the Work noted. Work must be carried out by those named on Appendix A to the Bid Form and substitution of others will not be allowed.
 - .2 Appendix B to the Bid Form - Not Used.
 - .3 Appendix C to the Bid Form - Special Prices.
 - .1 Complete and submit with Bid Form.
 - .4 Appendix D to the Bid Form - Local Economic Benefits.
 - .1 Complete and submit all requirements for Technical submission, as specified in Clause 1.1 of this Section.
 - .5 Appendix E to the Bid Form - Agency Forms.
 - .1 Letter from Bonding Company stating they will provide additional bonding to satisfy
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1.18 Bid Form
Requirements
(Cont'd)

- .2 Appendices to the Bid Form: (Cont'd)
 - .5 (Cont'd)
 - .1 (Cont'd)
contractual requirements if said Bidder is successful in being awarded the work.
 - .2 Complete and submit Bid Bond.
 - .6 Appendix F to the Bid Form - Certificate of Insurance.
 - .1 Complete and submit with Bid Form.
 - .7 Appendix G to the Bid Form - Bidder Certification.
 - .1 Complete and submit with Bid Form.

.3 African Nova Scotian Employment:

- .1 Under a contract that it has been awarded, the contractor must commit to employ and have work on the Agency's site, (a) no less than one percent, or (b) no less than one person, whichever is greater; of the contractor's workforce, from a list of qualified African Nova Scotian persons as compiled by the African Nova Scotian Employment Centre ("ANSEC") (the "List").
- .2 The contractor must contact ANSEC (731 Victoria Road, Sydney, NS, B1N 1J3, telephone 902-562-6656), to obtain the List within 10 days of award of contract.
- .3 This requirement may be considered fulfilled if a subcontractor of the contractor hires from the list an African Nova Scotian for work under the contract.
- .4 The Agency in consultation with ANSEC must review and approve in writing the selection of the person and the proposed position before this requirement is considered fulfilled.
- .5 In the event that there are no qualified African Nova Scotian persons on the List, this requirement does not apply.

1.19 Offer
Acceptance/
Rejection

- .1 Duration of Offer:
 - .1 Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.
 - .2 Award/Selection:
 - .1 In the evaluation of a bid, the Agency will consider but not be limited to the following criteria:
 - .1 Bid price submitted.
 - .2 Compliance with Bid Documents.
 - .3 The experience of the bidder with similar projects in size and scope.
 - .4 Completion date.
 - .5 Completion of Local Economic Benefits Strategy documentation.

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- 1.19 Offer Acceptance/ Rejection (Cont'd)
- .1 (Cont'd)
 - .2 Award/Selection: (Cont'd)
 - .2 After determination of preferred bidder, consideration will be given to Alternatives and Contract Price adjustments if applicable.
 - .2 Acceptance of Offer:
 - .1 The Agency reserves the right to accept or reject any or all offers or to accept any offer deemed most satisfactory. The Agency reserves the right to waive any informality in any or all Bids.
 - .2 After acceptance of the offer, the Agency will notify in writing to the successful bidder.
 - .3 After a bid has been accepted, all Bidders will be advised.
- 1.20 Agreement
- .1 On the written acceptance by the Agency of a Bid, the Bid becomes the Contract and the Bidder who has submitted it becomes the Contractor.
 - .2 The Contractor will be required to enter into a formal agreement with the Agency following receipt of a written letter of acceptance from the Agency.
 - .3 The Agreement is included in the Contract Documents at the time of bidding only for the information of Bidders and shall not be completed at the time of bidding.
- 1.21 Post-Bid Submissions
- .1 Provide after close of bid period, when requested by the Agency, a copy of the following documents:
 - .1 Provide the following within 48 hours of request in order to be eligible to receive award of contract.
 - .1 Certificate of Recognition or Letter of Good Standing: Certificate of Recognition issued jointly by the Nova Scotia Environment and Labour and an occupational health and safety organization approved by Nova Scotia Environment and Labour, or a valid Letter of Good Standing from an occupational health and safety organization approved by Nova Scotia Transportation and Infrastructure Renewal indicating the Contractor is in the process of qualifying for the Certificate of Recognition.
 - .2 Worker's Compensation Coverage: Evidence of an account with the Workers' Compensation Board, coverage under the Worker's Compensation Act, R.S.N.S. and a Clearance Certificate indicating the bidder is in good standing.
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- 1.21 Post-Bid Submissions (Cont'd) .1 (Cont'd)
.2 The Contractor shall provide within 10 days after award of contract a copy of the following specified post-bid submissions provided by each Subcontractor.
- .1 Certificate of Recognition or Letter of Good Standing:
 - .1 Certificate of Recognition issued jointly by the Nova Scotia Environment and Labour and an occupational health and safety organization approved by Nova Scotia Environment and Labour, or a valid Letter of Good Standing from an occupational health and safety organization approved by the Agency indicating the Contractor is in the process of qualifying for the Certificate of Recognition.
 - .2 Worker's Compensation Coverage:
 - .1 Evidence of an account with the Workers' Compensation Board, coverage under the Worker's Compensation Act, R.S.N.S. and a Clearance Certificate indicating the Subcontractor is in good standing.
 - .3 All post bid submissions must be received by the Agency in the manner prescribed above, or prior to commencement of Work and delivery of materials on-site, whichever occurs first.
- 1.22 Taxes .1 Harmonized Sales Tax.
.1 Refer to GC41 - Taxes.
- 1.23 Technical Submission Evaluation .1 The technical submission will be evaluated as per Technical Evaluation Score Sheet (TESS) attached at the end of this Section.
.2 The Technical Evaluation Score Sheet (TESS) will be used as a gateway and must receive a minimum score of seventy-five percent (75%) before the Bid Form is reviewed. Failure to achieve 75% will eliminate the bid.

Reviewer's Name: _____ (please print)

CONTRACT REVIEW (Insert date(s) of review here)
TECHNICAL EVALUATION SCORE SHEET (TESS)
Remediation of Tar Ponds and Coke Ovens Sites TP6A Flow Diversion

Bidding Contractor:

PRINCIPAL EVALUATOR:

INTRODUCTION

The Scope of TP6A Flow Diversion is for the Contractor to:

Provide all materials, labour, equipment and maintenance to design, install, operate, monitor and remove temporary pumping systems for the purpose of diverting discharges for the duration of the project, sequentially:

- 1) from Wash Brook Pumping Station and Coke Oven Brook Pumping Station to Ferry Street;
- 2) from Ferry Street Pumping Station to the Narrows; and
- 3) from the Narrows Pumping Station to Battery Point.

EVALUATION CRITERIA

1. Previous Experience of Contractor

Provide evidence of specialization in the design and operation of temporary bypass pumping systems including references for a minimum of 3 previous projects preferably of similar size and complexity performed in the last five years

MAXIMUM POINTS: 30

POINTS ASSIGNED: PRELIMINARY _____ FINAL (COMPLETE AT MEETING) _____

NOTES:

**REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR
FINAL POSITION AT THE CLOSE OF DISCUSSION**

2. Detailed Description of the Proposed Pumping System

Submit a detailed description of the proposed pumping systems including detailed plans, descriptions, safety procedures and precautions proposed for accommodating existing and design discharge requirements. As per Specification Section 11 01 60, the proposed pumping system is to meet the design requirements detailed at sub-section 2.2; the performance requirements detailed at sub-section 2.3; and provide pumps, piping and scour equipment as detailed at sub-section 2.4.

MAXIMUM POINTS: 30

POINTS ASSIGNED: PRELIMINARY _____ FINAL (COMPLETE AT MEETING) _____

NOTES:

3. Detailed Description of Each Pumping Facility

Include in the plans for each pumping facility specific and complete schedules, locations, elevations, equipment capacities, materials and all other incidental items necessary to ensure complete, safe and reliable installations.

3.1. Coke Oven Brook to Ferry Street

1. Staging area for pumps; number, size, material, location and method of installation of suction piping; number, size, material, location and method of installation of discharge piping;
2. Bypass pump sizes, capacity, number of each size to be provided and power/fuel consumption requirements;
3. Calculations of static lift, friction losses and discharge velocity (pump curves showing pump operating range);
4. Standby power generator size and location;
5. Discharge plan;
6. Method of noise control for each pump and/or generator;
7. Design plans for access to bypass pumping locations;
8. Calculations for design of bypass pumping pipe size;
9. Installation and maintenance schedule of bypass pump piping; and

<p>REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR FINAL POSITION AT THE CLOSE OF DISCUSSION</p>
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10. Safety and environmental protection procedures.

MAXIMUM POINTS: 10

POINTS ASSIGNED: PRELIMINARY _____ FINAL (COMPLETE AT MEETING) _____

NOTES:

3.2. Wash Brook to Ferry Street

1. Staging area for pumps; number, size, material, location and method of installation of suction piping; number, size, material, location and method of installation of discharge piping;
2. Bypass pump sizes, capacity, number of each size to be provided and power/fuel consumption requirements;
3. Calculations of static lift, friction losses and discharge velocity (pump curves showing pump operating range);
4. Standby power generator size and location;
5. Discharge plan;
6. Method of noise control for each pump and/or generator;
7. Design plans for access to bypass pumping locations;
8. Calculations for design of bypass pumping pipe size;
9. Installation and maintenance schedule of bypass pump piping; and
10. Safety and environmental protection procedures.

MAXIMUM POINTS: 10

POINTS ASSIGNED: PRELIMINARY _____ FINAL (COMPLETE AT MEETING) _____

NOTES:

REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR FINAL POSITION AT THE CLOSE OF DISCUSSION

3.3. **Ferry Street to Narrows**

1. Staging area for pumps; number, size, material, location and method of installation of suction piping; number, size, material, location and method of installation of discharge piping;
2. Bypass pump sizes, capacity, number of each size to be provided and power/fuel consumption requirements;
3. Calculations of static lift, friction losses and discharge velocity (pump curves showing pump operating range);
4. Standby power generator size and location;
5. Discharge plan;
6. Method of noise control for each pump and/or generator;
7. Design plans for access to bypass pumping locations;
8. Calculations for design of bypass pumping pipe size;
9. Installation and maintenance schedule of bypass pump piping; and
10. Safety and environmental protection procedures.

MAXIMUM POINTS: 10

POINTS ASSIGNED: PRELIMINARY _____ FINAL (COMPLETE AT MEETING) _____

NOTES:

3.4. **Narrows to Battery Point**

1. Staging area for pumps; number, size, material, location and method of installation of suction piping; number, size, material, location and method of installation of discharge piping;
2. Bypass pump sizes, capacity, number of each size to be provided and power/fuel consumption requirements;
3. Calculations of static lift, friction losses and discharge velocity (pump curves showing pump operating range);
4. Standby power generator size and location;
5. Discharge plan;
6. Method of noise control for each pump and/or generator;
7. Design plans for access to bypass pumping locations;
8. Calculations for design of bypass pumping pipe size;
9. Installation and maintenance schedule of bypass pump piping; and

<p>REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR FINAL POSITION AT THE CLOSE OF DISCUSSION</p>
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10. Safety and environmental protection procedures.

MAXIMUM POINTS: 10

POINTS ASSIGNED: PRELIMINARY _____ FINAL (COMPLETE AT MEETING) _____

NOTES:

REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR FINAL POSITION AT THE CLOSE OF DISCUSSION

**INDIVIDUAL TECHNICAL EVALUATION SUMMARY
TECHNICAL EVALUATION SCORE SHEET (TESS)**

Remediation of Tar Ponds and Coke Ovens Sites TP6A Flow Diversion

Bidding Contractor:

PRINCIPAL EVALUATOR:

**RECOMMENDATION
TO BE COMPLETED AFTER REVIEW DISCUSSION**

<u>SCORE SUMMARY</u>			
Criterion 1			
Provide evidence of specialization in the design and operation of temporary bypass pumping systems including references of projects of similar size and complexity performed in the last five years, upon request. (Maximum points 30)			
CRITERION 1 POINTS			
Criterion 2			
Submit a detailed description of the proposed pumping systems including detailed plans, descriptions, safety procedures and precautions proposed for accommodating existing and design discharge requirements. As per Specification Section 11 01 60, the proposed pumping system is to meet the Design Requirements detailed at sub-section 2.2; the performance requirements detailed at sub-section 2.3; and provide pumps, piping and scour equipment as detailed at sub-section 2.4. (Maximum Points 30)			
CRITERION 2 POINTS			

REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR FINAL POSITION AT THE CLOSE OF DISCUSSION

<p>Criterion 3</p> <p>Include in the plans for each pumping facility specific and complete schedules, locations, elevations, equipment capacities, materials and all other incidental items necessary to ensure complete, safe and reliable installations.</p> <p>(Maximum Points 40)</p>	
3.1. Coke Oven Brook to Ferry Street (Maximum Points 10)	
3.2. Wash Brook to Ferry Street (Maximum Points 10)	
3.3. Ferry Street to Narrows(Maximum Points 10)	
3.4 Narrows to Battery Point (Maximum Points 10)	
CRITERION 3 POINTS	
TOTAL POINTS FOR THE PROPOSAL	

___ Acceptable proposal: proposal score is greater than 75 and contains no major deficiencies is complete in itself, and no additional information is required for the reviewers to determine that the bidder can fulfill the minimum requirements of the contract requirements, although additional information may be required for clarification.

___ Unacceptable proposal: proposal score is less than 75 and/or contains deficiencies which are so substantive as to preclude any possibility of it being upgraded to a level that meets the minimum requirements of the contract requirements, except through major revisions and additions which would be tantamount to the submission of a new proposal.

REVIEWER NAME (please print)

SIGNATURE _____

DATE _____

REVIEWERS, NOTE: PLEASE ENSURE THAT SCORES AND COMMENTS REFLECT YOUR FINAL POSITION AT THE CLOSE OF DISCUSSION

ATTACHMENT 002

00 41 43 UNIT PRICE BID FORM - PAGES 7 & 8 DATED NOVEMBER 18, 2008

The undersigned Bidder agrees if awarded the Contract on this Bid to achieve Substantial Performance of the Work on or before December 21, 2012, providing contract is awarded within sixty (60) calendar days of close of bid closing time (November 28, 2008), and to achieve the following project milestones:

South Pond flow diversion system
installed and commissioned September 10, 2009

Ferry Street to Narrows flow
diversion system installed and
commissioned March 21, 2011

Narrows to Battery Point flow
diversion system installed and
commissioned April 2, 2012

The first milestone date, September 10, 2009, is irrevocable based upon commencement of Design Element TP6B. The following milestone dates are required to synchronize with the progress of Design Element TP6B, at which point the modified date becomes the scheduled milestone. A three (3) month notification by STPA to the Contractor will be provided for the confirmation of these dates. It is to be clear that a flow diversion phase cannot be decommissioned until the 6B channel construction in the phase is complete.

1. The Bidder agrees that he has:
 1. Carefully examined the site of the work described herein; become familiar with local conditions and the character and the extent of the work; carefully examined every part of the proposed Contract and thoroughly understands its stipulations, requirements and provisions.
 2. Determined the quality and quantity of materials required; investigated the location and determined the source of supply of the materials required; investigated labour conditions; and has arranged for the continuous prosecution of the work herein described.
 3. Noted that the Harmonized Sales Tax is excluded from his "Contract Price". (See Article GC41 of "General Conditions of Contract".)
2. The Agency agrees to examine this Bid and in consideration, therefore, the Bidder hereby agrees not to revoke this Bid:
 1. until some other Bidder has entered into the Contract with the Agency for the performance of the work and the supply of the materials specified in the notice inviting Bids or in the Instructions to Bidders, or
 2. until sixty (60) days after the time fixed in the Instructions to Bidders for receiving Bids has expired,
 3. Whichever first occurs; provided, however, that the Bidder may revoke this Bid at any time before the time fixed in the Instructions to Bidders for receiving Bids has expired upon receipt by the Agency from the Bidder of written notice of such revocation before said time has expired.
3. Bidder hereby agrees to be bound by the award of the Contract and if awarded the Contract on this Bid to execute the required Contract within ten (10) days after notice of award.

4. The Bidder agrees that if awarded a Contract on this Bid, he shall obtain from Subcontractors within twenty (20) days after notification of the award, all **Performance Assurance** required to be provided to the Contractor pursuant to the "Instructions to Bidders".
5. If the Bidder fails to meet any scheduled milestone completion date or substantial performance of the Contract as specified in the Contract Documents and as determined by the Design Engineer, the Bidder agrees to pay the Agency liquidated damages in the amount of five thousand dollars (\$5000) for each calendar day that the milestone completion or substantial performance of the Contract remains outstanding, as determined by the Design Engineer, and in accordance with the General Conditions, Section 00 52 43, and as supplemented in Section 00 73 00 - Supplementary General Conditions. The total amount of the liquidated damages must not exceed ten (10) percent of the Contract Price.
6. The Agency and the Bidder agree that the amount stated above is the best pre-estimate of the loss to the Agency in the event of such a failure, and it is not intended to be, nor is it interpreted as a penalty.
7. The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.

ADDENDUM DATED

NUMBER OF PAGES

Addendum + Attachments
(Not including Cover Letters)

8. The following documents are attached to and form part of this Bid:
 1. Appendix A to the Bid Form - Major Trade Contractors
 2. Appendix B to the Bid Form - Not Used
 3. Appendix C to the Bid Form - Special Prices
 4. Appendix D to the Bid Form - Local Economic Benefits
 5. Appendix E to the Bid Form - Agency Forms
 6. Appendix F to the Bid Form - Certificate of Insurance
 7. Appendix G to the Bid Form - Bidder Certification

ATTACHMENT 003

TENDER PRICE AMENDMENT FORM - UNIT PRICE CONTRACT

SYDNEY TAR PONDS AGENCY
TENDER PRICE AMENDMENT FORM

Tender Number: _____ **Amendment Number:** _____

(To be completed and forwarded to the Agency Office, 1 Inglis Street, Sydney, Nova Scotia for Bid Price adjustments prior to bid closing time and date as requested in the Instructions to Bidders and related Addendum)

Project Name: _____

<u>Unit Price Amendment</u>				
Item No.	Original Unit Price	Amended Unit Price	Increase on Bid Price	Decrease on Bid Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Add additional items as required in a separate page.

Attachments included: No _____ Yes _____ (check \surd one)

If Yes above, check \surd and complete information regarding Attachments:

- Revised Appendix A: dated _____ no of pages ____
- Revised Appendix C: dated _____ no of pages ____
- Revised Bid Form: dated _____ no of pages ____
- Other: Specify: dated _____ no of pages ____
- Revised Bid Security Dated: dated _____ no of pages ____

Submitted by: _____

 Company Name (please print name as it appears on original tender envelope)

 Authorized Bidders Name (please print)

 Authorized Bidder's Signature

ATTACHMENT 004

00 52 43 FORM OF AGREEMENT - PAGE 4 DATED NOVEMBER 18, 2008

ATTACHMENT 005

00 52 43 FORM OF AGREEMENT - PAGE 6 DATED NOVEMBER 18, 2008

ATTACHMENT 006

**00 73 00 SUPPLEMENTARY GENERAL CONDITIONS - PAGE 7 DATED
NOVEMBER 18, 2008**

ATTACHMENT 007

APPENDIX B TP6A EPP AMENDMENTS

ATTACHMENT 008

**APPENDIX C TP6A QUALITY CONTROL PLAN - PAGES 22 & 23 DATED
NOVEMBER 18, 2008**

ATTACHMENT 009

**APPENDIX K TP6 CONSTRUCTION MILESTONE SCHEDULE
FLOW DIVERSION PART "A" DATED NOVEMBER 18, 2008**

ATTACHMENT 010

DRAWINGS TP6-DWG-C-212 AND TP6-DWG-C-213