

The Bid Documents shall be amended and will become part of the Contract Documents as follows:

Item 1: BID FORM, SCHEDULE OF VALUES

Replace Item No 6 and No 7 with the following:

6.	Excavation/stockpiling/transport/ Off-loading Crib Fill/Backfill (Section 1290, Clause 2.5.1)	Tonne	8000			
7.	Supply/placement/compaction common fill (Section 1290, Clause 2.5.2)	in-situ m ³	24,000			

Item 2: SECTION 00100 INSTUCTIONS TO BIDDERS

Bid Closing has been extended to **June 20th, 2006**. Revisions to Section 00100 as follows:

Clause 1.1.1.1, first sentence,
Replace “sixth (6th) day of June” with “20th Day of June”

Clause 1.1.1.3, first sentence,
Replace “sixth (6th) day of June” with “20th Day of June”

Clause 1.9.3.22

Replace 2nd sentence

Include the following information for each project description: site name, type of material solidified/stabilized, date and duration, owner and contract information (include up-to-date names and telephone numbers)

with the following:

Include the following information for each project description: site name, type of material solidified/stabilized, date and duration, owner and **contact** information (include up-to-date names and telephone numbers)

Item 3: SECTION 01290 MEASUREMENT AND PAYMENT

Clause 2.2.1

Replace Second Paragraph

Unit of Measurement: per tonne

With the following:

Unit of measurement: per tonne of timber

Replace fourth paragraph

This item includes: Clearing and grubbing in areas of work, the excavation of crib fill and timbers from wood crib structure, temporary stockpiling of crib fill, temporary stockpiling of crib backfill, excavation and removal of crib fill, wood and debris from former spillway, removal and cleaning of timber piles and wooden posts within the Cooling Pond, transfer of recovered crib material, wood and miscellaneous debris to cleaning/sorting/laydown area, sorting, high-pressure washing of timber and debris, recovery and transfer of sediments generated by washing for inclusion in ISS treated sludge, transfer of packaging, supply of equipment, placement into transport vehicles, transportation, offloading and placement to STPA Ferry Street Holding Facility.

with the following:

This item includes: Clearing and grubbing in areas of work, the excavation of timbers from wood crib structure, temporary excavation and removal of wood and wood debris from former spillway, removal and cleaning of timber piles and wooden posts within the Cooling Pond, transfer of recovered wood and miscellaneous wood debris to cleaning/sorting/laydown area, sorting, high-pressure washing of timber and wood debris, recovery and transfer of sediments generated by washing for inclusion in ISS treated sludge, supply of equipment for placement of timbers and wood debris onto transport vehicles, transportation, weighing, offloading and placement of timbers and wood debris to STPA Ferry Street Holding Facility.

Clause 2.2.2

Replace sentence 3:

“The lump sum price includes draining liquids from mechanical and electrical equipment and disposal of these liquids at a facility licensed to receive these waste liquids.”

with the following:

“The lump sum price includes draining liquids from mechanical and electrical equipment and removal and disposal of hazardous materials at a facility licensed to receive these waste liquids and materials.”

Clause 2.5.1

Replace paragraphs 1,2,3 and 4

Placement of Stockpiled Crib Fill and Crib Backfill

Unit of Measurement: cubic metres (m³).

Method of Measurement: In place quantity as determined by survey of excavation areas prior to and after placement and compaction.

This item includes: transfer of stockpiled crib backfill and crib fill back into areas around/over the Cooling Pond as approved by the Engineer, placement, compaction, and shaping of the crib fill and crib backfill as specified.

with the following:

Stockpiled Crib Fill and Crib Backfill

Unit of Measurement: per tonne.

Method of Measurement: approved truck manifest records.

This item includes: supply equipment for excavation of Crib Fill and Crib Backfill, loading onto transport trucks, transportation, weighing of material, offloading, and placement and construction of stockpile at STPA Ferry Street Storage/handling facility.

Clause 3.1.2

Replace:

“Unit of Measurement: square litres (L).”

“Method of Measurement: survey of foamed area, measured along slope of ground/sludge surface.”

with the following:

“Unit of Measurement: litres (L).”

“Method of Measurement: Litres of foam concentrate applied.”

Clause 3.1.3

Replace:

“Method of Measurement: survey of foamed area, measured along slope of ground/sludge surface.”

with the following:

“Method of Measurement: Litres of foam concentrate applied.”

Item 4: SECTION 02160 SOLIDIFICATION/STABILIZATION

Clause 3.8.2

Replace first paragraph Section 02160 3.8.2

The estimates of Top Elevation for ISS Treatment and Bottom elevation for ISS Treatment are provided on the Drawings and are for general information only. Contractor to make specific measurements at all locations where mixing is to occur. Contractor shall assess volumes of each point of mixing by verifying top of sediment and bottom of sediment. Contractor to undertake the following:

with the following:

The estimates of Top Elevation for ISS Treatment and Bottom elevation for ISS Treatment are provided on the Drawings and are for general information only. Contractor to make specific measurements at all locations where mixing is to occur. Contractor shall assess volumes of each point of mixing by verifying top of sediment and bottom of sediment. All surveying for Work to be completed by an independent surveyor licensed to practice in the province of Nova Scotia. All survey elevations to be based on Geodetic Datum and referred to Nova Scotia Coordinate Monument No. 1069, Elevation = 2.990 metres. Data is presented using ATS77 (Zone 4) Grid Coordinates (Metric Values). Contractor will be permitted to identify and locate individual ISS Cell limits using fixed and clearly labeled stakes or other means, as approved by the Engineer, to identify ISS Cell coordinates for subsequent survey by licensed surveyor prior to payment and backfilling. All ISS Cells must be surveyed at least weekly, or as directed by the Engineer, and shown on updated drawings. Contractor to undertake the following:

Item 5: SECTION 02225 SITEWORK DEMOLITION AND REMOVAL

Clause 3.2.1.5

Add new sentence:

“Contractor to remove and dispose of all Hazardous Materials found in the Pumphouse Building, as identified in the Jacques Whitford report: Hazardous Materials Assessment, Old SYSCO Cooling Pond Pumphouse, dated May 19, 2006.”

A copy of this document is attached to this Addendum as an electronic copy on a digital CD.

Item 6: SECTION 02315 EXCAVATION TRENCHING AND BACKFILLING

Clause 3.4.2.5

Replace:

Excavate Crib Fill from crib structure and place in designated area on site, pending re-use as fill. Prevent loss of fine soils in stockpile material from discharging into air, watercourses or sewers.

with the following:

Excavate Crib Fill from crib structure, temporarily stockpile, load onto transport trucks, weigh, and transfer to STPA Ferry Street Storage/handling facility. Prevent loss of fine soils from discharging into air, watercourses or sewers during transport to Ferry Street Storage/handling facility. Place Crib Fill in areas designated by the Engineer at the Ferry Street Storage/Handling Facility.

Replace Clause 3.4.2.6

Excavate and place Crib Backfill in separate stockpile area for re-use in excavated areas of wooden crib structure. Prevent loss of fine stockpile material from discharging into air, watercourses or sewers.

with the following:

Excavate Crib Backfill from crib structure, temporarily stockpile, load onto transport trucks, weigh, and transfer to STPA Ferry Street Storage/handling facility. Prevent loss of fine soils from discharging into air, watercourses or sewers during transport to Ferry Street Storage/handling facility. Place Crib Backfill in areas designated by the Engineer at the Ferry Street Storage/Handling Facility.

Replace Clause 3.5.1.1

Backfill excavations in areas where wooden crib structure, oil/water separator, and Pumphouse were removed using excavated Crib Fill and excavated Crib Backfill. Supply additional Common Fill to achieve final elevations and grades. Compact fill over ISS treated sludge in lifts, using appropriate compaction equipment. For placement initial common fill lifts, Contractor to use light-weight equipment and lift thickness that will ensure no damage or cracking of ISS treated material. Compact all areas to minimum 95 % Standard Proctor Density.

with the following:

Backfill excavations in areas where wooden crib structure, oil/water separator, and Pumphouse were removed with Common Fill to achieve final elevations and

grades. Compact Common Fill over ISS treated sludge in lifts, using appropriate compaction equipment. For placement initial common fill lifts, Contractor to use light-weight equipment and lift thickness that will ensure no damage or cracking of ISS treated material. Compact all areas to minimum 95 % Standard Proctor Density.

Replace Clause 3.6.3

Contractor to survey all excavations prior to placement of backfill material. Submit survey data to Engineer within 24 hours of receipt of survey information. After placement and compaction of all backfill to achieve final grades to the satisfaction and approval of the Engineer, conduct final survey of placed backfill material. Surveyor to provide volume calculations for areas prior to and following placement of crib fill and crib backfill, and common fill. For all survey's conducted by the Contractor, provide to the Engineer within 48 hours of completion of survey, digital information obtained by the licensed Surveyor in ASCII "points" file containing; point number, northing, easting, elevation and description for each point located in the survey. contractor's vertical and horizontal information should match the existing conditions survey done by Servant Dunbrack, McKenzie & MacDonald. See below:.

with the following:

Contractor to survey all excavations prior to placement of common fill. Submit survey data to Engineer within 24 hours of receipt of survey information. After placement and compaction of all common fill to achieve final grades to the satisfaction and approval of the Engineer, conduct final survey of placed common fill material. Surveyor to provide volume calculations for areas prior to and following placement of common fill. For all survey's conducted by the Contractor, provide to the Engineer within 48 hours of completion of survey, digital information obtained by the licensed Surveyor in ASCII "points" file containing; point number, northing, easting, elevation and description for each point located in the survey. Contractor's vertical and horizontal information should match the existing conditions survey done by Servant Dunbrack, McKenzie & MacDonald.

Item 7: SECTION 01546 OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

Clause 1.3.1.13

Replace:

Master Health and Safety Plan for the Muggah Creek Remediation Project prepared by Conestoga Rovers & Associates Limited, March 2006

with the following:

Master Health and Safety Plan, Muggah Creek Remediation Project, March 2006

QUESTIONS AND CLARIFICATIONS

Item 8:

Clarification:

SECTION 00100 GENERAL INSTRUCTIONS

Clause 1.20.3.6

Requirements for the Subcontractor to provide a Certificate of Insurance Availability: only the Contractor is required to provide a letter from its insurance company, as noted in SECTION 0100 Clause 1.20.3.6.

Item 9:

Clarification:

SECTION 00100 GENERAL INSTRUCTIONS

Clause 22.5:

The requirement of a security guard is at the discretion of the Contractor.

Item 10:

Clarification:

SECTION 00100 GENERAL INSTRUCTIONS

If a grout plant is not to be used for the work, there will be no requirements for a grout plant operations technician.

The Sydney Tar Ponds Agency will not consider revising the experience qualifications of the Project Site Supervisor, nor make adjustments to the minimum number of years of experience specified in the tender documents.

Item 11:

Clarification:

SECTION 01350 SPECIAL PROCEDURES FOR CONTAMINATED SITES

Clause 1.8.2:

Liner Requirements: Section 01350, Clause 2.1 defines the material required for the “impermeable geomembrane liner”.

Item 12:

Clarification:

SECTION 02160 SOLIDIFICATION/STABILIZATION

A registered, licensed surveyor is required to locate the cells for treatment, and verify cell locations subsequent to treatment.

Item 13:

Clarification:

SECTION 02160 SOLIDIFICATION/STABILIZATION

Section 02160 specifically discusses sample preparation. It is recognized that materials up to 150 mm in size may be acceptably solidified/stabilized in the solidified sludge; larger size fractions are to be removed. However, presence of oversized material will not give a true representation of S/S treated material properties in the lab. As such, samples prepared for QA/QC testing will be passed through a 15 mm screen to remove oversize material.

Item 14:

Clarification:

SECTION 02160 SOLIDIFICATION/STABILIZATION

Clause 1.8.2.8:

Samples from the cells are to be collected following ISS blending and before the material begins to set up and solidify. The Contractor is to supply a sampling tool as per the specifications, to facilitate discrete sampling at depth. The sampling tool is to be lowered into the blended cell while the material is in a non-solidified state.

Item 15:

Clarification:

SECTION 02160 SOLIDIFICATION/STABILIZATION

Clause 1.8.5.8:

Clause 1.8.5.8 currently reads: *Contractor shall provide and use a suitable in situ sampling tool as described below to collect the samples. The minimum sample volume of the tool will be 10 litres. The sampler shall consist of a depth controlled sampling chamber, which can be opened and closed from the surface to obtain a sample of the treated material at depth. The sampler shall be capable of obtaining samples to the Bottom Elevation for ISS Treatment at all locations. The sampling tool shall be approved by the Engineer before start of work.*

The Engineer requires samples to be collected from within the mix or from the underlying till. To achieve this end, the Contractor will be required to supply a sampler tool to collect said samples for return to shore, where they can be used for testing purposes, or visual assessment.

Item 16:

Clarification:

**SECTION 02160 SOLIDIFICATION/STABILIZATION
and SECTION 02315 EXCAVATING, TRENCHING AND BACKFILLING**

A weigh scale will not be provided by STPA for the project. Contractors will be responsible for sourcing an Engineer approved and certified weigh scale for material measurement as specified.

Item 17:

Clarification:

Former Septic Separator Tank – Water and Sludge Sampling, Old SYSCO Cooling Pond

Analytical information concerning the contents of the former oil/water separator is available in the Jacques Whitford report: Former Septic Separator Tank – Water and Sludge Sampling, Old SYSCO Cooling Pond, issued May 19, 2006 which is attached to this addendum as an electronic copy on a digital CD.

Item 18:

Clarification:

Subsurface Soil and Groundwater Investigation, SYSCO Cooling Pond, Sydney, Nova Scotia

Groundwater data from monitoring wells adjacent to the Cooling pond is available in the Jacques Whitford report: Subsurface Soil and Groundwater Investigation, SYSCO Cooling Pond, Sydney, Nova Scotia, dated May 19, 2006 which is attached to this addendum as an electronic copy on a digital CD.

Item 19:

Clarification:

Site Meeting:

- a) Free board requirements for Cooling Pond crib demolition and top of crib elevation requirements: Follow the requirements of the Tender Documents for the correct crib demolition elevation specification.
- b) The analysis of contents of the drums in the Pumphouse, and asbestos assessment, are available in the Jacques Whitford report: Hazardous Materials

- Assessment, Old SYSCO Cooling Pond Pumphouse, dated May 19, 2006 which is attached to this addendum as an electronic copy on a digital CD.
- c) Information provided at the site meeting will not be confirmed in written format.
 - d) Known hazardous materials in the Pumphouse have been tested and chemical analyses are provided in the Jacques Whitford report: Former Septic Separator Tank – Water and Sludge Sampling, Old SYSCO Cooling Pond, dated May 19, 2006, which is attached to this addendum as an electronic copy on a digital CD. If suspected hazardous materials are identified in the Cooling Pond or associated excavations, these suspected hazardous materials will be assessed. If confirmed to be hazardous materials, handling of these materials will be considered an extra. Hazardous materials in the Pumphouse are to be disposed by the Contractor as part of the lump sum price for the demolition of the Pumphouse (see revision, ITEM 2 Clause 2.2.1, above).

Item 20:

Clarification:

STPA is currently working with Nova Scotia Power Incorporated to move power poles. Details of final move date are pending, however, the Contractor should assume power poles may not be moved by the start of the contract. The Contractor may consider the potential presence of power poles in preparation of tender.

Item 21:

Clarification

Photographs of the sewer construction soil conditions are not available from STPA.

Item 22:

Clarification

Technical qualifications will be assessed on a pass/fail basis when evaluating the bids. Contractors that pass the technical evaluation will then be assessed based on price.

Item 23:

Clarification:

Sydney Tar Ponds Agency (STPA) will not entertain creosote timbers, or other items that are extracted from the Cooling Pond and deemed in need of cleaning, being cleaned at the STPA Storage / Handling Yard at Ferry Street.

Item 24:

Clarification:

Section 00100, Instruction to Bidders

Clause 1.9.3.21 and Clause 1.9.3.22

The technical specialist discussed in Clause 1.9.3.21, if not an employee of the Bidder, can be a subcontractor to the Bidder as presented in 1.9.3.21.

Item 25:

Clarification:

Section 00100, Instruction to Bidders

Clause 1.9

There are a number of references to a group plant and its operation in Clause 1.9. To clarify, grout plant is intended to be a general term referring to the plant used for storage, metering and delivery of reagents to the material to be solidified and stabilized and should not be inferred to refer to water content of the delivered reagents. Please note that the words "Grout Plant" and/or "Batch Plant" may be used interchangeably.

Item 26:

Clarification:

Appendix F, Master Health and Safety Plan for the Muggah Creek Remediation Project, March 2006

Section 2.4 Training

Bidders are required to include a Certificate of Recognition in their package. If a bidder does not have a Certificate of Recognition, a Letter of Good Standing, indicating they are in the process of receiving their Certificate of Recognition, is required. The Certificate of Recognition or Letter of Good Standing must be issued by an appropriate authority as specified in Section 2.4.

Item 27:

Clarification:

Section 00100, Instructions to Bidders

Clause 1.15, 1.16, 1.18, and 1.19

Bidders must provide bid security and performance assurance as stipulated in Clauses 1.15, 1.16, 1.18, and 1.19.

Item 28:

Appendix D to the Bid Form, Local Economic Benefits Strategy

Replace with the following:

1.1 Economic Benefits

1. Provide complete information as required under Section 00100, Clause 1.2.

**SYDNEY TAR PONDS AND COKE OVENS CLEAN UP
ECONOMIC BENEFITS
ABORIGINAL SET ASIDE – COOLING POND REMEDIATION
REVISED MAY 18, 2006**

Introduction

Varied and innovative means must be employed to continue building the economy of First Nations communities. Because of its sheer magnitude, visibility and location the Sydney Tar Ponds and Coke Oven Clean Up has the obvious potential to be a vehicle to further stimulate, diversify and strengthen the First Nations economy. The project's impact will be felt in several ways. In the near term First Nations content (labour, services, materials & products) in the actual remediation of the cooling pond and the tar ponds and Coke Ovens site in general must be optimized. In the longer term First Nations communities will be better positioned to capitalize on a changed physical context in attracting new investment and building a sustainable economy appropriate to the 21st century.

Economic Benefits

The Sydney Tar Ponds Agency (STPA) has set out a framework to optimize economic benefits from the cleanup. The benefits plan comprises two fundamental component outcomes: (i) incremental new household income throughout the term of the clean up resulting from the optimized use of Cape Breton labour, services, and materials/product; and (ii) sustainable new income through the operation of viable for profit and/or not-for-profit enterprises.

So important are economic benefits that they will constitute a major component of all bids, with a 15 per cent weighting in the evaluation process. Submissions will be judged on the quantifiable benefit targets they contain.

STPA Procurement Approach

Normally, construction tenders are awarded to the lowest qualified bid. Interested contractors receive a bidder's package containing specifications, plans and estimated quantities. Contractors price the items on the bid sheet and the lowest bidder is awarded the project provided they are qualified to perform the work.

To optimize local economic benefits, the STPA has considered alternate methods of procuring construction services. A two-step model has been developed that we will seek to optimize local benefits as related to the Cooling Pond – Aboriginal Set Aside Project.

The process is as follows:

Step 1 - Interested bidders are asked to submit a cost bid that would have a bottom line dollar value. The lowest bid will receive 85 points. The next lowest bid would receive a score that is proportional to the lowest bid. The third lowest bid would receive a lower score pro-rated against the lowest bid and so forth.

Step 2 – In addition to the cost bid sheet, interested bidders are required to submit local economic benefits worksheets employing the format used herein that include a description of the ownership structure of their enterprise with clear indication of how much is owned locally; a breakdown of the value of labour inputs, including sub-contractors, by type or category and by origin, that is Cape Breton, Nova Scotia, Canada or Foreign; a breakdown of the value of expenditures, including goods and services, materials and equipment and other related inputs by item, type and origin; and a breakdown of contributions to community calculated as a percentage of aggregate payroll for the twelve months immediately proceeding the date of submission of the bid as well as for the intended term of a contract for the project under consideration.

The local benefits portion of the bids will be scored out of 15 points. Highest local content will receive the highest score, the second highest content will receive the second highest score, etc.

Please see Appendix B for an example of overall bid scoring with economic benefits.

Responders are asked to provide information on the following economic benefit criteria:

A - COMPANY OWNERSHIP:

5 points available

Cape Breton Aboriginal businesses will be awarded five (5) points. A Cape Breton Aboriginal business is defined as any one of the following:

- (i) a band, that is Chapel Island, Eskasoni, Membertou, We'koqma'q or Wagmatcook, as defined by the Indian Act;
- (ii) a sole proprietorship in which the owner is a Cape Breton Mik'maq;
- (iii) a limited company that is 51 % owned by Cape Breton Mik'maq(s);
- (iv) a cooperative owned and controlled by Cape Breton Mik'maq(s);
- (v) a partnership of Cape Breton Mik'maq(s);
- (vi) a not-for-profit organization that is 51 % owned and controlled by Cape Breton Mik'maq(s) or a joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and non-Aboriginal business(es) provided that the Aboriginal and non-Aboriginal business(es) are 51% owned by residents of Cape Breton.

To receive points or ownership, the bidding company must meet this criterion and as such will be awarded 5 points.

B – LABOUR and PROJECT EXPENDITURES:

8 points available

B1) Labour

Responders will identify all anticipated direct labour inputs and provide supporting schedules employing the format used in the submission sheets provided herewith. Responders must provide estimated person-hours by type of trade or occupational designation along with the value of the input, that is wages plus benefits to be paid based on location (Cape Breton, Nova Scotia, Canada, or outside Canada). Where it is anticipated that labour inputs will be sourced through sub-contractual means they shall be identified as such and the amount anticipated to be paid contractors for such labour will be set out as well as the location in which the input will be made. Subcontracts may include significant elements of labour, materials, overhead, profit, equipment and other types of costs.

Benefits will be calculated as follows: Aggregate value of labour inputs weighted by origin (Cape Breton = 1, Nova Scotia = 0.75, Canada = 0.5 and Foreign = 0.25) as a percentage of aggregate bid value in relationship to the highest competitive score employing the same scoring methodology. See the attached sample scoring method for details (Appendix A).

A sample economic benefits plan submission is provided (Appendix C) and responders are encouraged to review same to ensure the provision of required information in the form and detail required for evaluation.

Direct labour input will be categorized by residency status - Canadian, Nova Scotian, Cape Breton or Foreign, and percentages provided as to content by task, activity or undertaking. The following definitions will apply:

Canadian A person, Aboriginal or otherwise, born in Canada and who has not relinquished his/her Canadian citizenship; or, a person who has been granted Canadian citizenship; or, a person who has been granted permanent resident (landed immigrant) status in Canada and is, in fact, a resident of Canada;

Nova Scotian A Canadian (as defined above) who in order to be categorized as Nova Scotia labour content for the purpose of claiming benefits must have lived full-time in and been a resident of the province six consecutive months prior to starting work on the project, or has maintained a permanent residence for a minimum of six consecutive months prior to starting work on the project and be resident in Nova Scotia throughout the term of his/her work on the project before such categorization can effectively be applied so that the individual will qualify as 100% Nova Scotia content. An individual who is not a Nova Scotian by this definition, but who works in Nova Scotia during the project, will qualify as 25% Nova Scotia content for his/her initial six months of work on the project after which the person in question may qualify for 100% Nova Scotia content for the remaining period of their work on the project provided they are resident in the province;

Cape Breton A Canadian (as defined above) who in order to be categorized as Cape Breton labour content for the purpose of claiming benefits must have lived full-time in and, therefore, been a resident of Cape Breton for six consecutive months prior to starting work on the project, or a person who has maintained a permanent residence for a minimum of six consecutive months prior to starting work on the project and be resident in Cape Breton throughout the term of his/her

work on the project before such categorization can effectively be applied so that the individual will qualify as 100% Cape Breton content. An individual who is not a Cape Bretoner by this definition, but who works in Cape Breton during the project, will qualify as 25% Cape Breton content for his/her initial six months of work on the project after which the person in question may qualify for 100% Cape Breton content for the remaining period of their work on the project provided they are resident on the Island; and

Foreign Other than above.

Employing the format set out in the economic benefits worksheets included herein responders will indicate the percentage of aggregate planned labour inputs to be provided by Aboriginals.

AFFIRMATIVE ACTION

STPA is committed to providing a workplace free of discrimination and providing equality of opportunity. The STPA is equally committed to cultivating diversity within the labour force that carries out the Tar Ponds and Coke Ovens cleanup. Employment opportunities on the cleanup must be equally accessible to all Cape Breton residents. The STPA views affirmative action on employment equity as an important element of its local economic benefits program. This policy flows from the *Nova Scotia Human Rights Act* which authorizes the Human Rights Commission to approve programs designed to promote the welfare of certain classes of individuals, including women, African Nova Scotians, aboriginal people, persons with disabilities, and other minorities.

Affirmative Action - Contractor Responsibility

Contractors and consultants working on the Sydney Tar Ponds and Coke Ovens Cleanup must demonstrate their commitment to ensure a workplace that is free from discrimination and that promotes equality of opportunity. Furthermore, they will demonstrate their commitment to cultivate diversity in the workforce carrying out the Tar Ponds and Coke Ovens Cleanup so that employment opportunities on the cleanup are equally accessible to all qualified Cape Breton residents. A list of local affirmative action groups appears in the online business directory at www.tarpondscleanup.ca. Prior to the start of work under this contract, the successful bidder will meet with at least three affirmative action business or organizations to fully understand and assess the range of skills and services available. Procurement of goods and services from businesses owned or operated by individuals who fall under an affirmative action category are eligible as well.

(B1) Expenditures

Goods and Services: Responders will provide a breakdown of the value of expenditures, including goods and services, materials and equipment and other related inputs by item, type and origin. The following definitions will apply:

Cape Breton company – those that are 51% owned by Cape Breton resident(s), or have paid taxes to a Cape Breton municipality for a minimum of 2 years.

Nova Scotia company - those that are 51% owned by a Nova Scotia resident(s), or have paid taxes in a Nova Scotia region other than Cape Breton for a minimum of 2 years.

Canadian company - those that are 51% owned by a Canadian resident(s), or have paid taxes in a Province other than Nova Scotia for a minimum of 2 years.

Foreign company – other than above.

Responders will provide a schedule breakdown that quantifies the value of materials to be sourced from Cape Breton companies, including the Cape Breton, Nova Scotia, Canadian and Foreign content of such materials. The estimates provided will be used to compare direct Cape Breton content among responders and will influence scoring decisions.

For purposes of calculating benefits resulting from the purchase of goods and services it is assumed that such items will be acquired in whole or part from companies either in Cape Breton, Nova Scotia or Canada. For instance, if a product is required it may be sourced from a Cape Breton distributor who acquires it from an off Island enterprise that may or may not actually produce the product. The origin of a product or service will determine its rating for purposes of benefit calculation. Therefore the following will apply:

- Goods and services originating with a Cape Breton firm; 100% Cape Breton content.
- Goods and services originating with firms outside Cape Breton in Nova Scotia; 100% Nova Scotia content.
- Goods and services originating with firms outside of Nova Scotia elsewhere in Canada; 100% Canadian content
- Goods and services from a Cape Breton company originating elsewhere in Nova Scotia; 25% Cape Breton content, 75% Nova Scotia content
- Goods and services from a Cape Breton company manufactured elsewhere in Canada; 25% Cape Breton content, 75% Canadian content.
- Goods and services sourced from a Cape Breton company originating in a foreign country; 25% Cape Breton content, 75% foreign content.

Benefits will be calculated as follows: Aggregate value of expenditures on materials, goods and services, equipment and related items weighted by origin (Cape Breton = 1, Nova Scotia = 0.75, Canada = 0.5 and Foreign = 0.25) as a percentage of aggregate bid value in relationship to the highest competitive score employing the same scoring methodology. See the attached sample scoring method for details (Appendix A).

E – COMMUNITY SUPPORT

2 points available

Responders will clearly defined initiatives and activities to be undertaken during the term of the contract (for the purpose of enhancing or supporting community endeavours in the commercial and non-commercial sense. Initiatives may include but not necessarily be limited to the following:

- summer employment for students, special employment to provide work experience as part of a study program, mentoring and/or volunteer instruction in support of the Nova Scotia educational system;
- volunteer hours by company personnel provided community non-profit organizations, for example; a minor hockey association, youth, production of a school play; and or
- cash or in-kind contributions to community non-profit organizations, support groups, school system and/or church groups.

Proponents will quantify the value of community support by providing the number of hours of volunteer input based on a \$15 per hour rate. In the case of in-kind contributions other than volunteer input, for example the donation of a computer to the local school or church group, responders will quantify the value of the contribution at fair market price. Cash donations made to community organizations and groups will be shown

Responders will show as a percentage of aggregate payroll the value of all cash, in-kind and staff volunteer contributions to the community for the twelve months immediately preceding submission of the bid. As well, the value of all cash, in-kind and staff volunteer contributions to be made to the community throughout the term of a project contract will be shown as a percentage of aggregate payroll directly related to the execution of the contract.

Benefits will be calculated taking the average of the two percentage calculations noted above in relationship to the highest such average of all bids and allocating a percentage of the maximum 2 points available for this category of benefit. See the attached sample scoring method for details.

REPORTING – OUTCOMES MEASUREMENT:

As earlier noted, the successful bidder will be held accountable to meet specific quantified targets in respect of economic benefits: i.e., local labour and materials. Failure to realize targets will be considered non-compliance. Therefore, reporting of procurements, expenditures, and labour content is vitally important to the overall integrity of the economic benefits program, informed decision making and compliance. Ten days after award the contractor will submit a schedule of Economic Benefits for approval by the STPA. Monthly contractor invoices will include an Economic Benefits Report, which will measure outcomes and ensure accountability. Information should be derived through generally accepted accounting principles (GAAP). Vendors will report on benefits monthly and a formal determination of performance in relation to stated targets will be made at regular intervals. Responders should take note that monthly payments may be

withheld if economic benefit reports are not provided or in being provided are found to be incomplete and therefore non-compliant.

The STPA reserves the right to conduct spot checks and audits of the contractor's books as it relates to economic benefits reporting.

Non-Compliance – Underperformance – Contract Breaches

Responders are to take note that there may not be an adequate remedy at law for breaches of the economic benefits commitments made as part of an eventual contract for the provision of services and that money damages would not be a sufficient remedy for such breaches. STPA shall therefore be entitled to specific performance (including injunctive relief, if appropriate) as a remedy for any such breach. Specific performance shall not be deemed to be the exclusive remedy for any breach by the successful bidder of its economic benefits commitments, but shall be in addition to all other remedies provided by law or at equity. In the event STPA takes legal proceedings to enforce its rights as aforesaid, STPA shall be entitled to payment from the successful bidder of all legal fees and disbursements, on a full recovery basis, incurred by it in connection with such proceedings.

**COOLING PONDS REMEDIATION PROJECT
ECONOMIC BENEFITS PLAN
SUBMISSION SHEETS**

Name of Company leading the bid: _____

Main Contact: _____

Address: _____

Phone: _____ Email: _____

The following five (5) sections will be awarded a score to a maximum of 15 points. These 15 points will be added to the score awarded for total bid price. The company with the highest overall score will be deemed the winning bid.

OWNERSHIP (5 pts)

Please provide the following information

The Company is owned by: _____

and _____

Of _____ (provide name of First Nations community
in which company principals reside, if applicable)

LABOUR and PROJECT EXPENDITURES (8 pts)

Please provide the total estimated aggregate value of labour inputs in connection with this bid, as follows and indicate what percentage will be Aboriginal:

Cape Breton

Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
--	--------------------------------	-------------------------------	--------------------	------------------------	----------------------------------

Total
Percentage Aboriginal Labour

Nova Scotia

Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
--	--------------------------------	-------------------------------	--------------------	------------------------	----------------------------------

Total
Percentage Aboriginal Labour

Canada

Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
--	--------------------------------	-------------------------------	--------------------	------------------------	----------------------------------

Total
Percentage Aboriginal Labour

Foreign

Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
--	--------------------------------	-------------------------------	--------------------	------------------------	----------------------------------

Total
Percentage Aboriginal Labour

AFFIRMATIVE ACTION

Please will outline the steps you will take to ensure a workplace that is free from discrimination, and that promotes diversity and equality of opportunity during the lifetime of this contract.

Please provide copy of Company Affirmative Action Policy, if available

EXPENDITURES

Materials	Item	Total Value	Cape Breton Expenditures	Nova Scotia Expenditures	Canada Expenditures
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Subtotals

Supplies, Services, Including Equipment	Item	Total Value	Cape Breton Expenditures	Nova Scotia Expenditures	Canada Expenditures
--	-------------	--------------------	---------------------------------	---------------------------------	----------------------------

Subtotals

Other	Item	Total Value	Cape Breton Expenditures	Nova Scotia Expenditures	Canada Expenditures
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Subtotals

COMMUNITY SUPPORT/OTHER (2 pts)

Please indicate any additional information that you feel impacts the local economy or demonstrates community support. Activities must be undertaken during the life of the Cooling Pond Remediation project.

Community support may include, but is not limited to cash, in kind, or volunteer person hours to community organizations, charities, extra curricular activities etc.

Community Support Past Twelve Months			
Input	Quantity/Amount	Rate	Aggregate Value

Total

Per cent of Payroll

Estimate of Community Support in the Contract Period			
Input	Quantity/Amount	Rate	Aggregate Value

Total

Per cent of Payroll

APPENDIX A

EXAMPLE OF ECONOMIC BENEFITS SCORING

**Scoring Method
Economic Benefits**

Contractor Name -	Origin of Input or Benefit			SCORE
	Cape Breton	Nova Scotia	Canada	
	Labour	\$ 626,250	\$ 164,500	
Materials	\$ 1,130,000	\$ 780,000	\$ 740,000	
Supplies, Services & Equipment	\$ 250,000	\$ -	\$ -	
Sub-Total	\$ 2,006,250	\$ 944,500	\$ 740,000	
Weighting Factor	1	0.75	0.5	
Total	\$ 2,006,250	\$ 708,375	\$ 370,000	
Percent of Aggregate Bid (\$20 million**)	47%	17%	9%	
Total Benefits as % of Aggregate Bid	73%			
Ratio to Highest % of Other Responders	73/83** = 0.88			
Score (maximum of 8)	0.88x8 =			7.04
** Example assumes \$4,244,362 contract bid				
** Example assumes highest score was 83%				
Company Location (Maximum 5)				5.00
Community Input (Average of inputs for twelve months before bid submission and anticipated inputs for contract period: 1.5%x2=0.03) - Maximum 2				0.03
TOTAL SCORE (MAXIMUM 15)				<u>12.07</u>

**APPENDIX B
 EXAMPLE OF BID SCORING**

	Contractor A	Contractor B	Contractor C
Price	\$ 2,500,000	\$ 2,100,000	\$ 2,000,000
Rank	3	2	1
% of low bid	125%	105%	100%
*Points on Price (Max 85)	68.00	80.95	85.00
Economic Benefits			
Designation (5)	5	5	0
Labour & Expenditures (8)	8	8	6
Community Support (2)	<u>1</u>	<u>1</u>	<u>0.5</u>
Points on Economic Benefits	14	14	<u>6.5</u>
Total Points Awarded	82.00	94.95	91.50

Rank

*** Example of point calculation for price for contractor B
 # points contractor B=85 x low bid/contractor B price**

APPENDIX C
SYDNEY TAR PONDS AND COKE OVENS CLEAN UP
SAMPLE ECONOMIC BENEFITS PLAN SUBMISSION
May 2006

FOREWORD

The Sydney Tar Ponds and Coke Ovens Clean Up has obvious potential to stimulate, diversify and strengthen the Cape Breton economy. Therefore, Sydney Tar Ponds Agency has set out a framework to optimize economic benefits from the clean up. This will require that responders to tenders called by Sydney Tar Ponds Agency include an economic benefits plan as part of their bid submission.

SCORING

Typically bid submissions will comprise two envelopes: (i) Cost Bid in which the lowest tender would receive 85 of a maximum 100 points: and (ii) Benefits Plan which will be scored out of a maximum 15 points.

COMPONENTS AND POINTS AVAILABLE

An economic benefits plan will require that proponents provide information on the following with maximum number of points available for each category noted

CATEGORY	MAXIMUM POINTS AVAILABLE
• Company Ownership	5
• Labour & Expenditures	8
• Community Support	2
Total	15 Points

SAMPLE PROJECT

To assist responders in the assembly and submission of information, in particular the completion of necessary tables that are required as part of a bid the following simplified hypothetical project has been developed.

a) Intent

The intent of this hypothetical bid call is to obtain an offer to perform work to complete a barrier for the Muggah Creek Remediation Project for a unit price contract in accordance with related documents. The project must be completed within six months of commencement.

Bidders agree to provide all necessary equipment, tools, labour, incidentals and other means of construction to do all the work and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the contract.

b) Project Values

Item	Total Price
• Materials	\$ 2,650,000
• Labour	790,750
• Equipment	250,000
Total Contract Price	3,690,750
HST	553,612
TOTAL PRICE	\$4,244,362

c) Economic Benefits

Ownership

Please provide the following information

- The company is owned by Chapel Island Band

Labour

Total estimated number of persons and total number of person-hours associated with this hypothetical bid.

Cape Breton					
Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
Supervisor	2	2,250	\$ 25.00	\$ 56,250	
Operators	8	8,000	25.00	200,000	
Labourers	12	13,500	20.00	270,000	
Ironworkers	4	4,000	25.00	100,000	
Total	26	27,750		\$ 626,250	
Percentage Aboriginal Labour (Example assumes \$180,000)					29%

Nova Scotia					
Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
Divers	2	200	\$ 35.00	\$ 7,000	
Truck Drivers	12	10,500	15.00	157,500	
Total	14	10,700		\$ 164,500	
Percentage Aboriginal Labour (Example assumes \$45,000)					27%

Canada					
Trade or Occupational Designation	Number of Positions	Total Person Hours	Hourly Wage	Aggregate Value	Percentage Aboriginal
-					

Total
Percentage Aboriginal Labour

Affirmative Action

Outline the steps to be taken to ensure a workplace that is free from discrimination and promotes diversity and equality of opportunity during the lifetime of the project

We are an equal opportunity employer with a specific affirmative action policy. We have and will continue to take positive steps taken to increase the representation of women and minorities within our company. Within the framework of collective bargaining agreements employees are selected on the basis of race, gender, and ethnicity. We will apply these practices to this project.

A copy of our affirmative action policy is enclosed.

Expenditures

1) Materials

Materials	Item	Total Value	Cape Breton Expenditures	Nova Scotia Expenditures	Canada Expenditures
Rock	Armour	\$ 520,000	\$ 520,000		
Gravel	Screened	610,000	610,000		
Piling	Sheet	480,000		\$ 480,000	
Fencing	Wire	375,000		300,000	\$ 75,000
Barriers	General	665,000			665,000
Subtotals		\$ 2,650,000	\$ 1,130,000	\$ 780,000	\$ 740,000

2) Supplies, Services & Equipment

Supplies, Services & Equipment	Item	Total Value	Cape Breton Expenditures	Nova Scotia Expenditures	Canada Expenditures
Equipment	Dozer & High H	\$ 250,000	\$ 250,000		
Subtotals		\$ 250,000	\$ 250,000	\$ -	\$ -

Community Support

Provide below in the format stipulated support provided to the community by your company, co-venture or consortium for the twelve months immediately preceding submission of your bid as well as anticipated community support to be provided through the course of the work for which you are bidding. Calculate the percentage of your aggregate payroll that this support represents for each of the periods in question.

Community Support Past Twelve Months			
Input	Quantity/Amount	Rate	Aggregate Value
Staff Volunteer Hours	375	\$15 per hour	\$ 5,625
Cash Donations	\$ 3,750	\$ 3,750	\$ 3,750
In-kind Contributions (Note 1)	8 hours	\$ 125	\$ 1,000
Total			\$ 10,375
Per cent of Payroll (example assumes \$450,000 payroll)			0.02%

Note 1 - Supply of 8 hours Backhoe time to local boys club

Estimate of Community Support in the Contract Period			
Input	Quantity/Amount	Rate	Aggregate Value
Staff Volunteer Hours	200	\$15 per hour	\$ 3,000
Cash Donations	\$ 2,000	\$ 2,000	\$ 2,000
In-kind Contributions (Note 1)	10 tonnes gravel	\$150 per tonne	\$ 1,500
Total			<u>\$ 6,500</u>
Per cent of Payroll (as per project values in example \$790,750)			0.01%

Note 1: Gravel donated to local food bank

D) Scoring

As earlier indicated economic benefits is scored out of a maximum 15 points. Below is an example of the scoring method employed in the calculation of aggregate benefits as per this sample benefits plan.

EXAMPLE

Scoring Method

Economic Benefits

Maximum Score = 15

Contractor Name -	Origin of Input or Benefit			SCORE
	Cape Breton	Nova Scotia	Canada	
Labour	\$ 626,250	\$ 164,500	\$ -	
Materials	\$ 1,130,000	\$ 780,000	\$ 740,000	
Supplies, Services & Equipment	\$ 250,000	\$ -	\$ -	
Sub-Total	\$ 2,006,250	\$ 944,500	\$ 740,000	
Weighting Factor	1	0.75	0.5	
Total	\$ 2,006,250	\$ 708,375	\$ 370,000	
Percent of Aggregate Bid (\$20 million**)	47%	17%	9%	
Total Benefits as % of Aggregate Bid	73%			
Ratio to Highest % of Other Responders	73/83** = 0.88			
Score (maximum of 8)	0.88x8 =			7.04
** Example assumes \$4,244,362 contract bid				
** Example assumes highest score was 83%				
Company Location (Maximum 5)				5.00
Community Input (Average of inputs for twelve months before bid submission and anticipated inputs for contract period: 1.5%x2=0.03) - Maximum 2				<u>0.03</u>
TOTAL SCORE (MAXIMUM 15)				<u><u>12.07</u></u>

END OF ADDENDUM 2