

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

**Item 1: BID FORM, SCHEDULE OF VALUES**

Page 1, Replace Second paragraph

The undersigned Bidder agrees, having carefully examined the bid documents and carefully examined, inspected, investigated, explored, tested and studied the Site and being familiar with (i) on-site and local conditions affecting or which may affect the cost, progress, performance and furnishing of the Works; (ii) Laws or Regulations affecting the Works; and (iii) the bid documents and related documents referred to therein, Drawings, and Addenda, hereby agree to perform the Works of the quality and in the manner and time specified in the Project Specifications; to perform all other obligations and assume all liability imposed upon the bidder by the bid documents; to perform Force Account Work upon the written request of the Engineer in accordance with the specified requirements of the bid documents and to accept as full compensation for such work the terms of payment as set out therein; and to provide all labour, supervision, materials and equipment, Plant and Equipment, supplies, services, transportation, facilities and all else necessary to complete the Works in the manner specified in the bid documents to the satisfaction of the Engineer for unit prices and lump sums named in the attached Schedule of Values having a total (based on quantities entered in the Schedule of Values in the case of unit price and itemized lump sum items) of:

With the following:

The undersigned Bidder agrees, having carefully examined the bid documents and carefully examined, inspected, investigated, explored, tested and studied the Site and being familiar with (i) on-site and local conditions affecting or which may affect the cost, progress, performance and furnishing of the Works; (ii) Laws or Regulations affecting the Works; and (iii) the bid documents and related documents referred to therein, Drawings, and Addenda, hereby agree to perform the Works of the quality and in the manner and time specified in the Project Specifications; to perform all other obligations and assume all liability imposed upon the bidder by the bid documents; to perform Force Account Work upon the written request of the Engineer in accordance with the specified requirements of the bid documents and to accept as full compensation for such work the terms of payment as set out therein; and to provide all labour, supervision, materials and equipment, Plant and Equipment, supplies, services, transportation, facilities and all else necessary to complete the Works in the manner specified in the bid documents to the satisfaction of the Engineer for unit prices and lump sums named in the attached Schedule of Values **and Schedule of Contingency Items**

having a total (based on quantities entered in the Schedule of Values **and Schedule of Contingency Items** in the case of unit price and itemized lump sum items) of:

**Item 2: BID FORM, SCHEDULE OF VALUES**

Page 5, Add before first paragraph

The quantities for the unit price items are considered approximate only, and the unit prices entered in the Schedule of Itemized Prices and the Schedule of Contingency Items shall apply to the actual quantities measured in the completed work in accordance with the specification.

**Item 3: SECTION 00800 Supplementary Conditions**

Page 3, Add new clause “6.0 CG46 Force Majeure”

**GC46 FORCE MAJEURE**

- .1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is directly caused by conditions beyond the reasonable control of the party whose performance is affected and that occur without its fault or negligence, which conditions include, but are not limited to, acts of God, wars or insurrections. Provided that, as a condition to the claim of non-liability, the party whose performance is affected shall give the other written notice, with full details of the cause relied upon and the reasons for it being beyond the reasonable control of the party, immediately following the occurrence of that cause. In the case of a true 'force majeure' event as aforesaid, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**CLARIFICATIONS**

**Item 4:**

**Clarification:**  
**APPENDIX E Environmental Management Plan**

Page 11, first bullet, replace with :

**Water** from the Cooling Pond will be directed to an on site wastewater treatment system provided by the Contractor, complete with the capacity for oil/water

separation, dissolved hydrocarbon treatment, and supplemental treatment for metals and polycyclic aromatic hydrocarbons (PAHs).

**Item 5:**

**Clarification:**

**APPENDIX E Environmental Management Plan**

Page 11, 6<sup>th</sup> bullet, replace with :

Crib fill will be stockpiled onsite **and subsequently transferred to the Ferry Street Handling/ Storage yard.**

**Item 6:**

**Clarification:**

**APPENDIX E Environmental Management Plan**

Page 17, "Hazardous Waste" Section, 3<sup>rd</sup> bullet, replace with :

Soil from cribs will be placed in a designated storage area north of the Cooling Pond, and covered if necessary to reduce potential for runoff and leaching of contaminants, and wind dispersion of contaminants. Where tarpaulins are used by the Contractor, they will be monitored to ensure that soil remains covered. Once ISS work has been completed, the soil will be **transported and stored at the STPA Ferry Street Handling/ Storage yard by the Contractor.**

**Item 7:**

**Clarification:**

**APPENDIX E Environmental Management Plan**

Section 4.1.1, Second paragraph,

delete and replace with the following:

The current engineering plans for Cooling Pond remediation involves ISS and capping. Leachate evolving from the solidified mass will mostly enter groundwater which has no Federal or Provincial environmental quality guidelines. For this project, STPA have developed site-specific leachate criteria for the project, which are included in the tender documents. Groundwater environmental monitor wells have been installed and sampled in April, and will provide additional baseline data for existing groundwater chemistry.

**END OF ADDENDUM 3**