



Notice of Addendum STPA Form F 60800 (2008)

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

Date: August 12, 2010

To: ALL BIDDERS

Subject: Addendum 10

**ADDENDUM # 10
Tender # STPA 2008S-37
Tar Ponds Surface Cap
for the Sydney Tar Ponds Agency**

Query/Clarification: Questions submitted to the Agency on August 10, 2010

Question 1:

As each capping area is released to the TP7 Contractor to commence work, does the TP7 Contractor become the "Prime Contractor"? Who is responsible for the administration of a AHASP when there are of multiple contractors working collectively in the same work zone? Conceivably there could be up to three (3) contractors working in the same area, each of which is not responsible to the other with respect to Health and Safety. Normally in this situation the owner assumes the responsibility of Prime. Can you please clarify?

Response Question 1:

There is no terminology "Prime Contractor" in the contract or under the Nova Scotia Health and Safety Act. Each Contractor is responsible to administer their respective AHASP and is responsible for the protection of their employees and those performing work on behalf of the contractor. Under the terms of this tender, the successful bidder will be deemed the "Contractor" and will as such be subject to the duties and precautions contained under Section 14 of the Nova Scotia Occupational Health and Safety Act.

Question 2:

We are requesting clarification regarding the measurement and payment Section 9.2 Grading Bedding layer that was changed in Addendum #8 issued this afternoon. It is likely that a substantial percentage of this material cannot be reconditioned and re-compacted to meet the permeability requirements detailed in the specifications due to:

- Over-saturation of clay from precipitation and flooding;
- Freeze-thaw cycles in the clay layer;

- Dessication of clay due to weather (i.e., drying); and
- Other potential physical impacts from the cement contained within the solidified and stabilized sediments

Consequently, what pay item will be used to remove and dispose of this material if it cannot be reconditioned to meet the permeability properties required in the specifications?

Response Question 2:

With appropriate equipment and procedures, it is envisioned that the material can be reconditioned to meet the required specification. If the contractor means and methods include removal of this material, it will be at the contractor's cost. Reconditioning included in Item 9.2 (Grading/Bedding) as stated in item 2 of Addendum 8 (Measurement and Payment).

These changes will not require a revision to the Closing Date and Time given in Addendum #6.

In your bid, please indicate that you have noted this change by including the words "Includes Addendum # 010" on your *Bid Form*. If there is more than one (1) Addendum issued for this tender, please acknowledge each separately on your *Bid Form*.

Yours truly,



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