



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

Date: August 18, 2010

To: ALL BIDDERS

Subject: Addendum #13

**ADDENDUM # 13
Tender # STPA 2008S-37
Tar Ponds Surface Cap
for the Sydney Tar Ponds Agency**

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

1) **SECTION 00 41 43 – UNIT PRICE BID FORM**

(a) Delete Section and replace with new dated August 18, 2010, attached.

2) **SECTION 01 52 00 – CONSTRUCTION FACILITIES**

(a) Page 3, add new clause to 1.13 as follows:

1.13 Decommissioning of Construction/ <u>Temporary Roads</u>	.1 The vertical limit (thickness) of road removal will be 650mm as shown on Drawing TP-RDS-DWG-C-226 provided for information in Addendum 8, Item 6.
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3) **SECTION 01 22 00 – MEASUREMENT AND PAYMENT**

(a) Page 2, delete item 9 and replace with the following:

.9 Grading/Bedding

.1 Supply and install (no stockpile): This item will be measured for payment by the tonne supplied and installed to the requirements of the Specification Section 31 22 16 - Cohesive Soil Backfill.

.2 Supply, Stockpile, Lift From Stockpile and Install: This item will be measured for payment by the tonne based on material supplied to the site at a designated location on the work site and management of the stockpile as

Notice of Addendum STPA Form F 60800 (2008)

designated by the Agency or Design Engineer and subsequently retrieved from the stockpile for installation to the requirements of the Specification Section 31 22 16 - Cohesive Soil Backfill.

- .3 Supply and Stockpile for placement by others and recondition in place. This item will be measured for payment by the tonne and include reconditioning and compaction of material (placed by others) to the requirements of the Specification Section 31 22 16 - Cohesive Soil Backfill. The thickness of material placed by others not to exceed 0.75 metres.

Query/Clarification: Questions submitted to the Agency on August 5, 2010

Question 2

There are a number of gates that provide access to the Tar Ponds work site, most notably the internal construction access or staging roads, can these gates be used to access the site if secured using manned security?

Revised Response

In accordance with Addendum 1, Item 4, alternative access to the site will be granted with an approved 'imported fill transportation management plan'. The contractor will remain responsible for tire wash, site security, health and safety in compliance with the specifications and the drawings for any alternative access.

These changes will not require a revision to the Closing Date and Time given in the Tender Documents.

In your bid, please indicate that you have noted this change by including the words "Includes Addendum # 013" 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,

A handwritten signature in black ink, appearing to read "Dawn Mac Neil", with a large, stylized flourish at the end.

Dawn Mac Neil
Contract Manager
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Fax: (902) 567-1037
Email: dawn@tarpondscleanup.ca

UNIT PRICE BID FORM

**Remediation of Tar Ponds & Coke Ovens Sites
TP7 North & South Tar Ponds Surface Cap**

SUBMITTED BY:

The undersigned Bidder agrees to enter into a contract 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 as described and specified herein for the unit prices stated in the Schedule of Quantities and Unit Prices stated below.

Note: Unit Prices are to be in a written form as specified for each item identified in Schedule of Quantities and Unit Prices.

SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1.	Bonding and Insurance	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
2.	Mobilization/ Demobilization	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
3.	Traffic Management and Control	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
4.	Site Preparation	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
5.	Removal and Storage of Existing Fencing	m	<u>550</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
6.	Re-Installation of Existing Fencing	m	<u>550</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
7.	Dust Control				
.1	Aqueous Calcium Chloride L		100,000		
	Unit Price (_____ / ₁₀₀ Dollars)				
.2	Water	L	2,000,000		
	Unit Price (_____ / ₁₀₀ Dollars)				
8.	Environmental Protection Measures (Monitoring)	L.S.	1		
	Unit Price (_____ / ₁₀₀ Dollars)				
9.	Grading/Bedding				
.1	Supply and install (no stockpile)	tonne	242,500		
	Unit Price (_____ / ₁₀₀ Dollars)				
.2	Supply, Stockpile, lift from stockpile and install	tonne	100,000		
	Unit Price (_____ / ₁₀₀ Dollars)				
.3	Supply and stockpile for placement by others and recondition in place	tonne	40,000		
	Unit Price (_____ / ₁₀₀ Dollars)				
10.	GCL Liner	m ²	84,000		
	Unit Price (_____ / ₁₀₀ Dollars)				
11.	Geocomposite Drainage Layer	m ²	232,250		
	Unit Price (_____ / ₁₀₀ Dollars)				
12.	Protective Fill	tonne	519,200		
	Unit Price (_____ / ₁₀₀ Dollars)				
13.	Topsoil	tonne	50,490		
	Unit Price (_____ / ₁₀₀ Dollars)				

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
14.	Hydraulic Seeding	m ²	<u>297,000</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
15.	Rip Rap - Type R5	m ³	<u>2,230</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
16.	Rip Rap - Type R2 Armour Rock	m ³	<u>5,660</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
17.	Erosion Control Fabric	m ²	<u>6,900</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
18.	Geotextile Type A	m ²	<u>23,700</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
19.	Geotextile Type B	m ²	<u>250</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
20.	Environmental Control Measures (Sediment and Erosion Control)	L.S.	<u>1</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
21.	Suitable Low Permeability Backfill Material	tonne	<u>50,275</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
22.	Granular Drain Below Swales	m ³	<u>1,450</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				
23.	ConCover 180	m ²	<u>465,000</u>	_____	_____
	<i>Unit Price (_____ /₁₀₀ Dollars)</i>				

TOTAL ESTIMATED CONTRACT PRICE (EXCLUDING HST) \$ _____

(_____ /₁₀₀ Dollars)

ADD HST (15% OF TOTAL ESTIMATED CONTRACT PRICE) \$ _____

(_____ /₁₀₀ Dollars)

TOTAL AMOUNT PAYABLE \$ _____

(_____ /₁₀₀ Dollars)

BIDDER'S HST REGISTRATION NO. _____

Unit Prices to be completed in written form on the lines provided above, with cents expressed as numerical fraction of a dollar. Prices to be completed in numerical form on the lines provided above, with cent expressed as a decimal of a dollar. Where there is a conflict, written word will govern.

The undersigned Bidder agrees if awarded the Contract on this Bid to achieve Substantial Performance of the Work on or before August 8, 2013 providing contract is awarded within sixty (60) calendar days of close of bid closing time.

Scheduling of Work

- .1 TP7 Construction Milestones. The Contractor is advised that work under the TP7 contract must be completed within the time limits specified in the TP7 Construction Milestone Schedule. TP7 construction milestones include:
 - .1 Complete cap construction South Pond - 9 September, 2011;
 - .2 Complete cap construction Ferry Street to Narrows - 12 November, 2012;
 - .3 Complete cap construction Narrows to Barrier - 8 August, 2013.
- .2 Protection of Surface Cap Layers from Frost Damage. The surface cap in any given area must be constructed to its full thickness (e.g. to finished surface grades) within one construction season and prior to December 1. Should any incomplete sections of the cover remain exposed after December 1 of each construction season, the Contractor will be required to remove all incomplete layers of the cover subjected to freezing and to reconstruct these layers in the next construction season. At the discretion of the Design Engineer, the Contractor may be permitted to place a min. 0.75 m thick frost protection layer over incomplete portions of the surface cap, although the placement and subsequent removal of the frost protection layer shall be at no additional cost to the Owner.

- .3 Contractor shall be required to place by December 1 of each year complete cap thickness representing a maximum 60% of surface area of each of Phases 1, 2 and 3. The area requiring cover will be allocated by November 1 each year. Regardless of stipulated maximum requirement, Contractor shall apply greatest practical effort to meet or exceed stipulated maximum area, when additional surface is available. Further placement of cap beyond December 1 to meet or exceed the maximum stipulated area, provided area is available for capping, shall be required at the discretion of the Design Engineer provided weather conditions exist which would not lead to damage of installed fill. Fill shall be placed in a manner to maximize areas where complete cap profiles are attained and to minimize areas where only partial cap profiles are attained. On or following December 1 when conditions exist that do not permit the placement of cap, Contractor shall place 0.75m frost protection at cost (no profit) at a price to be negotiated with the Design Engineer. Subsequent installation of such stockpiled material shall be paid at the unit price in the contract. Material placed by TP7 for the purposes of frost protection, in areas released by the DE after November 1 each year, will not be measured for payment.
- .4 Co-ordination of Work with TP6B Contract. The Contractor shall coordinate TP7 construction activities with the progress of work under the TP6B contract to the mutual benefit of both projects to the satisfaction of the Sydney Tar Ponds Agency. The TP7 Contractor is not permitted to construct cap for 30 days where S/S has been completed. The Contractor to cap areas as defined and released by the Design Engineer. Relevant TP6B construction milestones include:
- .1 Construct Channel South Pond - 19 November, 2010;
 - .2 S/S South Pond - 25 April, 2011;
 - .3 Construct Channel Ferry Street to Narrows - 28 September, 2011;
 - .4 S/S North Pond Ferry Street to Narrows - 20 September, 2012;
 - .5 Construct Channel Narrows to Barrier - 17 August, 2012;
 - .6 S/S North Pond Narrows to Barrier - 4 July, 2013.
- .5 The TP6B construction milestone dates listed are the latest date by which the TP6B Contractor is contractually bound to have completed all work in a given area, and thus represent the latest date when the TP7 Contractor will have access to the area. In the interest of accelerating TP7 work, the Sydney Tar Ponds Agency will strive to release portions of areas where S/S has been completed and accepted to the TP7 Contractor prior to the TP6B milestone dates listed, depending on the progress of TP6B work in that area. However, the release of areas prior to the dates listed is not guaranteed.
- .6 The TP7 Contractor is advised that the Design Engineer will provide bi-weekly updates of the progress of work under the TP6B contract including areas to be released for capping.
- .7 The Design Engineer reserves the right to provide a 1 month notification to the TP7 Contractor for an "Early Start" to the task of placement of Phase III Grading/Bedding Layer Placement. If the Design Engineer provides "Early Start" notification, the date of Substantial Completion will be retracted by the number "Early Start" days indicated

by the "Early Start" notification. The "Early Start" retraction will not exceed one year.

Bidder Agreement

- .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 The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.

ADDENDUM DATED

NUMBER OF PAGES

Addendum + Attachments

(Not including Cover Letters)

.6 The following documents are attached to and form part of this Bid:

1. Appendix A to the Bid Form - Major Trade Contractors/Suppliers
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

The undersigned Bidder declares that this Bid is made without connection with any other person(s) submitting Bids for the same work and is in all respects fair and without collusion or fraud.

Dated this _____ day of _____, 20____.

[SEAL]

Bidder's Name

(Please Print)

BIDDER'S SIGNATURE

COMPANY

ADDRESS

PHONE

FAX #

END
