ADDENDUM NO. 4

Project No. 106-13 PHP: **Pulverize & pave 6.0 km R360, km 80.6 to km 86.6, Bay D'Espoir Highway to a RCU80 standard. Rehabilitate 27.3 km R360, km 170.9 to km 198.2, to a RLU80M standard, NL**

Closing Date: Noon, April 8, 2014

CONTRACTORS ARE ADVISED OF THE FOLLOWING CHANGES TO THE TENDER PACKAGE:

1. **Revise** the **Closing Date** for the Tender to: **Noon, April 14, 2014.**

2. **Revise** Supplementary General Condition (SGC) 22 of the Tender as follows:

22. ITEM 104 OF THE UNIT PRICE TABLE: Contractor Safety Officer (CSO)

Contractors are advised that a Contractor Safety Officer (CSO) is required for this project. All requirements associated with a CSO are outlined in Section 190 of the Departments Highway Specifications Book as well as the following amendments to section 190.3.3.

190.3.3 CONTRACTORS SAFETY OFFICER

.1 Each Contractor must have a Contractor Safety Officer (CSO). The CSO will be responsible for the implementation and monitoring of the Project Site Specific Safety Plan, and will have the authority to implement all health and safety changes including those deemed necessary by the Resident Engineer/Supervisor. All requirements outlined within Section 190.3.3 apply to the CSO. The CSO must be responsive to concerns raised by the Department's Resident Engineer/Supervisor and issues raised by Service NL Occupational Health and Safety Division personnel and ensures that the Site Specific Safety Plan addresses all aspects of the project. The Contractor Safety Officer must be a person other than the Contractor's project supervisor.

.2 A resume for the CSO, acceptable to the Department, is required to demonstrate how each of the requirements noted below are satisfied.

- .1 Completed training in hazard recognition evaluation, inspections, analysis and control.
- .2 Completed training in accident and incident investigations and reporting.
- .3 Completed training in WHMIS.
- .4 A working knowledge of site safety and housekeeping.
- .5 Experience in the development and implementation of safe work practices and procedures.
- .6 Knowledge, understanding and experience in the use of the Traffic Control Manual
- .7 Flag persons training certified by the WHSCC.
- .8 Knowledge and experience in trenching and excavation that includes an understanding of the Occupational Health and Safety NL Regulations 5/12.
- .9 Power line hazards training certified by the WHSCC.
- .10 Knowledge and understanding of equipment maintenance and inspections required for preventive safety.
- .11 Training and experience in the use, care and maintenance of PPE to be used on site.
- .12 Completed training in Standard First Aid.

.13 Complete understanding, knowledge and familiarity with the Site Specific Safety Plan, applicable codes and standards as well as the Occupational Health and Safety Act and Regulations that include the newly released parts XXVII – XXXIII related to Mining.

.14 Supervisory training and/or experience.

.3 Where the work and/or contract require high risk activities, specific training of the CSO may be necessary and required by the Department before a person is acceptable as a CSO in specific areas of safety. The list below is in no way an all-encompassing list of required training, though it represents some of the areas of high risk encountered in past contracts and the training required to mitigate and control hazards related to the specified activities. The Contractor will be responsible through the risk assessment conducted during the development of the site specific safety plan to identify areas of high risk and ensure that the CSO is competent and has adequate knowledge to ensure adequate controls are in place to mitigate the risks to workers and abide by all applicable legislation, codes and standards.

.1 Completed training in the use and maintenance of fall protection systems certified by the WHSCC.

.2 Completed training in the design, construction and inspection of scaffolding as referenced in the applicable CSA Standard.

.3 Completed training in confined space entry protocols, techniques and rescue plan as certified by the WHSCC.

.4 Completed training in hazardous materials management and response/protocols.

.4 The CSO shall:

1. Review the Site Specific Safety Plan (SSSP) prior to submission to the Department to ensure that it satisfies all the requirements detailed in Section 190 of the Department's Highway Specification Book.
2. Address all safety concerns brought to their attention in a timely fashion depending on the severity of the hazard. If the Resident Engineer specifies a response date then that time must be respected.
3. Be responsible for implementing, daily enforcement, monitoring and updating of the Site Specific Safety Plan.
4. Be competent and qualified with respect to the project tasks and elements.
5. Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site. Copies of the orientations are to be forwarded to the Resident Engineer by no later than 21 days of project startup and after that within 21 days after they are conducted.
6. Report directly to the site superintendent or Contractor's Project Manager.
7. Have sole and absolute discretion regarding all safety related decisions. A CSO may have other related duties that will not impede ability to carry out the functions of the CSO.
8. Prior to mobilization on-site, hold an orientation meeting with the contractors, and subcontractors performing work at, on or related to the project site and with Owner's Representative to review project Occupational Health and Safety. The meeting will include but not be limited to a review of:
    a. Site Specific Safety Plan.
    b. Construction Safety Measures.

c. Supervision and Emergency Rescue Procedures.

d. Hazard Assessments

9. Maintain a daily log of inspections, meetings, infractions, accidents and incidents, and mitigating measures. This log is to be filed twice a week and copied to the Contractor's site superintendent. These reports must be forwarded to the Resident Engineer on a weekly basis.

.5 BASIS OF PAYMENT

The Contractor is advised that payment at the lump sum price to the Contractor for either the CSO shall be compensation for all labour, supplies, and equipment necessary for the CSO to complete their duties.

The bid price for this contract item shall not exceed the limits given in the following table for a CSO.

Total Estimated Tender (including CSO Lump Sum Price but not including HST)	**CSO Tender Item Maximum Bid Price Permitted**
First $100,000	5% of this value – maximum of $5,000
Greater than $100,000	$5,000 + 1% of the amount that the Total Estimated Tender exceeds $100,000

The Contractor will be paid this item based on a percentage of the tender value they completed during the pertinent progress payment period. A value of 10% of this Lump Sum cost is to be paid on the first progress estimate.

Should the bid amount exceed the specified limits outlined above, the tender may be considered unbalanced.

.6 LIQUIDATED DAMAGES FOR NON-COMPLIANCE

.1 If there is an infraction the Contractor will be given one written warning for failure to comply with this specification. The next three infractions will result in Liquidated Damages of $500/day for non-compliance. For each successive infraction the Liquidated Damages increases to $1,000/day. The possibility of project shutdown or termination exists at any time where the Contractor fails to observe the provisions of Section 190 and the Department's Resident Engineer and the Department believe such action is warranted from a safety and/or contractual perspective.

.2 The Department will document and provide the Contractor with notification, either verbal or written, when an infraction has been noted so as to allow the Contractor to develop corrective actions to preventive future infractions.

.3 Infractions include, but are not limited to:

.1 CSO not present on site as required.

.2 Safety reports not provided within specified timelines.

.3 Violation of any portion of Section 190 or the Contractors' SSSP without disciplinary action or an investigation by the CSO. This includes not adhering to their SWP's, safety procedures, OH&S Act and Regulations, and policies.

3. **Revise** SGC # 10 PETROLEUM PRODUCTS COST ADJUSTMENT Section on Liquid Asphalt Cost Adjustment clause as follows:

Liquid Asphalt Cost Adjustment

Adjustments will be made to progress estimates for work completed in the second year of the contract to compensate for changes in liquid asphalt cement prices between the Benchmark price and the prices in effect in the second year of contract work. Benchmark Monthly adjustments will be made to progress estimates to compensate for changes in liquid asphalt cement prices between the Benchmark price and prices in effect at the beginning of the second year and on the 20th day of the months following work startup. No cost adjustments will be made for changes to the Benchmark prices that are less than or equal to ± $10/tonne.

The Benchmark price for this contract shall be the average selling price set for June 2, 2014 to June 6, 2014 quoted in Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement. (This price will be disclosed when available.) The Benchmark Adjustment price in effect for the months following in the second year of the contract shall be the average selling price for PG58-28 asphalt cement as quoted in Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area on June 1, 2015 and the 20th day of the months following during construction in year 2 of the contract.

Adjustments shall be calculated based on the relative difference between the Benchmark price and the Benchmark Adjustment price in effect. The cost adjustment shall be calculated by taking the full amount of the relative difference (provided it is more than ± $10/tonne) and multiplying it by the tonnage of liquid asphalt cement used during the period leading up to the price in effect on the 20th day of the month.. The Engineer shall calculate the adjustment for payment or credit each for each monthly progress payment after June 1st 2015 for inclusion on the Monthly Progress Estimate.

No adjustments will be made due to an increase in the price of liquid asphalt cement used after the specified completion date, or an approved extension date. However, adjustments will be made due to a decrease in the price of liquid asphalt cement used after the specified completion date, or an approved extended completion date for the original work in the contract.

Examples of price adjustment calculations on progress payments throughout the project are as follows:

Example #1: (this example is completely fictitious)

Tender closed April 20, 2014
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average is $680 **(June 2 to June 6, 2014 following in which tender closed)**
Paving work carried out between June 1, 2015 to June 20, 2015 results in net amount of liquid used = 724 t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average June 1, 2015 is $685
No adjustment for liquid asphalt used up to June 20, 2015 since differential is less than $10

Paving work carried out up to July 20th results in net amount of liquid used = 724t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average for June 20th is $720
Adjustment for liquid asphalt used up to July 20, 2015 = ($720 - $680) X 724t = $28,960 **payment**

Example #2: (this example is fictitious and is based on 2012 and 2013 liquid asphalt price trend)

Tender closed May 1, 2014
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average is $715 **(June 2 to June 6, 2014 following in which tender closed)**

Paving work carried out between June 1, 2015 to June 20, 2015 results in net amount of liquid used = 724 t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average June 1, 2015 is $680
Adjustment for liquid asphalt used up to June 20, 2015 = ($680 - $715) X 724t = $25,340 **deduction**

Paving work carried out up to July 20th results in net amount of liquid used = 724t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average for June 20th is $672.50
Adjustment for liquid asphalt used up to July 20, 2015 = ($672.50 - $715) X 724t = $30,770 **deduction**

Paving work carried out up to August 20th results in net amount of liquid used = 724t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average for July 20th is $645
Adjustment for liquid asphalt used up to August 20, 2015 = ($645 - $715) X 724t = $50,680 **deduction**

Paving work carried out up to September 20th results in net amount of liquid used = 724t
Poten and Partners Asphalt Weekly Monitor® for Montreal, Quebec area for PG58-28 asphalt cement average for August 20th is $622.50
Adjustment for liquid asphalt used up to September 20, 2015 = ($622.50 - $715) X 724t = $66,970 **deduction**

Overall Liquid Asphalt adjustment in example 2 = $173,760 **deduction**

4. **Add** the following to Supplementary General Condition (SGC) 6 Scope of Work under Part "C" of the project as follows:

Repair drainage issue in English Harbour West which includes but is not limited to the following: Replace a couple of road culvert crossings along with rip rap treatment. Ditching is required with some ditching in solid rock to lower existing ditches. Supply and install concrete curb and gutter to direct flow into a catch basin pup. This work is required to be completed in 2014

5. **Replace** the Unit Price Table and Distribution of Quantities with the pages appended to this addendum.

Contractors are advised to acknowledge receipt of this Addendum on page 4, Item No. 10 of the Tender Form, when submitting a bid.

Date April 7, 2014

UNIT PRICE TABLE
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount	
				CARRIED FORWARD $		
2	Clearing	ha	30.3			
4	**Excavation Hauled 1km or under**					
4(a)	Solid Rock	m3	210			
4(b)	Ditching Solid Rock	m3	230			
4(i)	Unsuitable Material	m3	4800			
6	**Excavation for Foundation**					
6(a)	Solid Rock	m3	200			
6(b)	Other Material	m3	21178			
7	**Supply and Installation of Pipe Culverts Aluminizied Type 2**					
7(a)	500 mm Diameter	m	60			
7(b)	600 mm Diameter	m	532			
7(c)	800 mm Diameter	m	51			
7(d)	1000 mm Diameter	m	143			

 CARRIED FORWARD $_____

UNIT PRICE TABLE
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount	
				CARRIED FORWARD $		
7(e)	1200 mm Diameter	m	132			
7(f)	1600 mm Diameter	m	62			
7(h)	2400 mm Diameter	m	40			
7(k)	1400 mm Diameter	m	52			
7(l)	3600 mm Diameter (t=3.5 mm)	m	24			
9	**Rip Rap Treatment**					
9(a)	Hand Laid with Sod	m3	45			
9(f)	Hydraulic Class II (500 mm Diameter)	m3	390			
12	**Selected Granular Base Course**					
12(a)	Granular "A"	t	14720			
12(b)	Granular "B"	t	25777			
13	**Cutting Asphaltic Pavement**	m	480			
14	**Disposal of Old Asphaltic Pavement**	m3	510			

 CARRIED FORWARD $_____

UNIT PRICE TABLE
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount	
			CARRIED FORWARD $			
15	**Tack Coat**	m2	207480			
16	**Hot Mix Asphaltic Concrete**					
16(a)	Asphaltic Base Course (6cm)	t	7360			
16(b)	Asphaltic Surface Course (50mm)	t	31132			
16(c)	Asphaltic Levelling Course TYPE I (40mm)	t	19931			
16(d)	Liquid Asphalt	t	3700			
16(e)	Blending Sand	t	8769			
16(g)	Asphaltic Patching (50mm)	m2	2120			
17	**Supply and Installation of Guide Rail**					
17(a)	Standard Type Guide Rail	m	4761			
17(b)	Standard Type Buried Ends	each	60			
18	**Removal of Guide Rail**	m	4778			

 CARRIED FORWARD $_____

UNIT PRICE TABLE
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount	
	CARRIED FORWARD $					
20	Supply & Installation of Sign Posts					
20(a)	Type "A"	each	5			
21	Contingency				$ 85,000.00	
22	Flagperson Hours	hrs	8715			
23	Mobilization & Demobilization	Lump Sum	Bid This Item			
24	Supply & Install Silt Fence	m	200			
25	Install Check Dam Sediment Traps	each	20			
26	Backhoe Hours	hrs	1290			
28	Disposal of Pipes & Culverts					
28(a)	All Sizes	m	1026			
29	Supply & Install Concrete Curb & Gutter					
29(a)	Type C	m	35			
32	Asphalt Gutter	m2	2000			

 CARRIED FORWARD $_____

UNIT PRICE TABLE
HIGHWAYS

NO.	TENDER ITEM	Unit	Estimated Quantity	Unit Price	Amount	
				CARRIED FORWARD $		
34	**Pulverize Existing Asphalt**	m2	48000			
39	**Catch Basins, Manholes & Ditch Inlets**					
39(a)	Catch Basin Pup	each	1			
47	**Supply Fill in Place**					
47(d)	Supply Rock Fill in Place	m3	25050			
60	**Salvage Signs & Signposts**					
60(a)	Type A and Type B	each	7			
102	**Supply and Install Select Backfill (See SGC #16)**	m3	65			
104	**Contractor Safety Officer (See SGC# 22)**	Lump Sum	Bid This Item			
115	**600 mm Diameter Dual Wall Corrugated 320KPa HDPE**	m	32			

Total Estimated Tender		
HST 13% of above		
Total Estimated Tender Including HST Carried Forward to Summary Sheet of Tender Form		

DISTRIBUTION TABLE

NO.	TENDER ITEM	Unit	Part "A" - Pulverize and Pave 6KM's R360 (KM 80.6-86.6) near Towers to RCU 80. Estimated Quantity	Part "B" - Rehabilitate 27.3KM's R360 from Hermitage towards Harbour Breton (KM 170.9-KM 198.2) Estimated Quantity	Part "C" - Drainage Repairs Oakley Property in English Harbour East Estimated Quantity
	PROJECT NO. 106-13 PHP				
2	Clearing	ha	0	30.3	0
4	Excavation Hauled 1km or under				
4(a)	Solid Rock	m3	0	200	10
4(b)	Ditching Solid Rock	m3	0	200	30
4(i)	Unsuitable Material	m3	0	4800	0
6	Excavation for Foundation				
6(a)	Solid Rock	m3	0	150	50
6(b)	Other Material	m3	5683	15295	200
7	Supply and Installation of Pipe Culverts Aluminized Type 2				
7(a)	500 mm Diameter	m	0	60	0
7(b)	600 mm Diameter	m	351	141	40
7(c)	800 mm Diameter	m	0	51	0
7(d)	1000 mm Diameter	m	40	103	0
7(e)	1200 mm Diameter	m	0	132	0
7(f)	1600 mm Diameter	m	25	37	0
7(h)	2400 mm Diameter	m	0	40	0
7(k)	1400 mm Diameter	m	0	52	0
7(l)	3600 mm Diameter (t=3.5 mm)	m	0	24	0
9	Rip Rap Treatment				
9(a)	Hand Laid with Sod	m3	15	20	10
9(l)	Hydraulic Class II (500 mm Diameter)	m3	100	280	10
12	Selected Granular Base Course				
12(a)	Granular "A"	t	11520	3100	100
12(b)	Granular "B"	t	6600	19177	0
13	Cutting Asphaltic Pavement	m	0	400	80
14	Disposal of Old Asphaltic Pavement	m3	0	500	10
15	Tack Coat	m2	0	207480	0
16	Hot Mix Asphaltic Concrete				
16(a)	Asphaltic Base Course (6cm)	t	7360	0	0
16(b)	Asphaltic Surface Course (50mm)	t	6144	24988	0
16(c)	Asphaltic Levelling Course TYPE I (40mm)	t	0	19931	0
16(d)	Liquid Asphalt	t	804	2896	0
16(e)	Blending Sand	t	2025	6744	0
16(g)	Asphaltic Patching (50mm)	m2	0	2000	120
17	Supply and Installation of Guide Rail				
17(a)	Standard Type Guide Rail	m	0	4761	0
17(b)	Standard Type Buried Ends	each	0	60	0
18	Removal of Guide Rail	m	0	4778	0
20	Supply & Installation of Sign Posts				
20(a)	Type "A"	each	0	5	0
21	Contingency		30000	50000	5000
22	Flagperson Hours	hrs	1650	6915	150
23	Mobilization & Demobilization	Lump Sum	BID THIS ITEM	BID THIS ITEM	BID THIS ITEM

DISTRIBUTION TABLE

NO.	TENDER ITEM	Unit	Part "A" - Pulverize and Pave 6KM's R360 (KM 80.6-86.6) near Towers to RCU 80. Estimated Quantity	Part "B" - Rehabilitate 27.3KM's R360 from Hermitage towards Harbour Breton (KM 170.9-KM 198.2) Estimated Quantity	Part "C" - Drainage Repairs Oakley Property in English Harbour East Estimated Quantity
24	Supply & Install Silt Fence	m	100	100	0
25	Install Check Dam Sediment Traps	each	10	10	0
26	Backhoe Hours	hrs	175	1105	10
28	Disposal of Pipes & Culverts				
28(a)	All Sizes	m	416	610	0
29	Supply & Install Concrete Curb & Gutter				
29(a)	Type C	m	0	0	35
32	Asphalt Gutter	m2	0	2000	0
34	Pulverize Existing Asphalt	m2	48000	0	0
39	Catch Basins, Manholes & Ditch Inlets				
39(a)	Catch Basin Pup	each	0	0	1
47	Supply Fill in Place				
47(d)	Supply Rock Fill in Place	m3	18300	6700	50
60	Salvage Signs & Signposts				
60(a)	Type A and Type B	each	2	5	0
102	Supply and Install Select Backfill (See SGC #16)	m3	65	0	0
104	Contractor Safety Officer (See SGC# 22)	Lump Sum	BID THIS ITEM	BID THIS ITEM	BID THIS ITEM
115	600 mm Diameter Dual Wall Corrugated 320KPa HDPE	m	32	0	0