



INVITATION TO TENDER No. 19-032

Church Road Transfer Station Oil Water Separator and Holding Tank Replacement

Addendum No. 2

Tender Closing Date & Time: on or before 3:00 PM PST on May 9, 2019

QUESTIONS & ANSWERS:

Q1. In the provided documents, Oil Separator Replacement Details Drawing 0110-016-02 REV03, no information provided on the material to be used under to level the new oil separator, storage manhole, and pump chamber – is there any specific method you are willing to be applied, or crushed rock/gravel can be used for such purposes.

A1. No specific material is required, crushed rock/gravel is preferred.

Q2. In the Oil Separator Replacement Details Drawing 0110-016-02 REV03, you require exterior waterproofing, do you require a specific one (grout, sealer, etc.)

A2. Nothing specified. Just needs to be waterproof.

Q3. Do you want any soil testing to be done, to make sure no contamination occurred in the past?

A3. No.

Q4. Are you able to provide As-builts of the existing station to review the existing pump, piping and size of chambers and tanks to be de-commissioned?

A4. No As-Built drawings exist.

Q5. Please confirm that there is only one pump to be relocated as the leader indicates multiple (“pumps”).

A5. Yes, only one (1) pump is to be relocated.

Q6. Is the piping on the discharge end of the pump to be new or re-use existing?

A6. New pipe is to be used for the discharge line.

CONTRACT AMENDMENT REQUESTS:

Q1. PART 7 RECTIFICATION OF DAMAGE AND DEFECTS: Remove the clause.

A1. The Regional District is **not willing** to remove this clause.

Q2. PART 18 DAMAGES FOR DELAY: Clause cannot be accepted.

A2. Delete PART 18 DAMAGES FOR DELAY in its entirety.

Q3. PART 23 INDEMNIFICATION AND INSURANCE: Indemnification clause is not reciprocal. Please request client to delete the clause 23.1.4 and add "Maximum liability of the Contractor under this contract shall be limited to contract value."

A3. Delete PART 23 INDEMNIFICATION AND INSURANCE in its entirety and replace with:

PART 23 INDEMNIFICATION AND INSURANCE

23.1 Indemnification and Release

23.1.1 The REGIONAL DISTRICT and the Contractor shall save harmless and indemnify each other and their directors, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Work by the Contractor or its subcontractors, or their servants or employees under this Contract, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any on them.

23.1.2 Unless otherwise specified in the Contract, the REGIONAL DISTRICT and the Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Work, and/or to be used by the REGIONAL DISTRICT before or after completion of the Work as a result of the Work performed by the Contractor, and if the Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Contractor.

23.1.3 The Contractor and the REGIONAL DISTRICT shall release and discharge their directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss

or damage to any person or property) which the Contractor or its subcontractors or their servants or employees might have in any manner arising in any way out of or connected with the Work by the Contractor or its subcontractors, or their servants or employees under this Contract, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any on them.

23.1.4 The indemnity provided in the Clause 23.1.1 by the Contractor to the Indemnified Parties shall be limited to the value of the insurance in effect at the time of bid closing.

End of Addendum No. 2