



Addendum No. 2

Invitation to Tender ES-19-15 Compaction and Cover Services – Foothills Boulevard Regional Landfill

The addendum is being issued prior to the closing of the Tender to provide further information, make changes to, or to clarify the Contract Documents and is to be read, interpreted and coordinated with all other parts of the Contract Documents. In the case of a conflict with the balance of the documents, this Addendum shall govern. **Tenderers shall attach a signed copy of this addendum to their Tender.** This addendum shall form part of the Contract Documents.

2.3 Tender Close and Opening (Page 4)

Question #1: The Contract is to begin on November 1st, 2019 at 12:01 a.m. but it doesn't state when the contract is to be awarded by. Can you let us know what that date is?

Answer #1: The award date is anticipated to be immediately after the Regional Board of Directors meeting to be held on October 17, 2019.

2.6 Discrepancies or Omissions (Page 5)

Question #2: With the closing date on October 2nd and Clarifications closing date September 25th when are questions answered by? Can a 7 day extension be given to the Oct. 2nd closing day to provide sufficient time to review the answers?

Answer #2: A final addendum, if necessary, will be issued on September 27th. Unfortunately, the deadline can't be extended. The tender award is Board decision and our Regional Board of Directors meets only once per month. This deadline assures that contract award is possible in October.

5.8 Security Deposit (Page 7)

Question #3: Would it be acceptable if the proponent provides a bid bond (10% of bid price) as a security deposit instead of a bank draft or a certified cheque as it accomplishes the same purpose?

Answer #3: No, due to the fact that this is a service contract and not a construction contract.

5.9 Irrevocable Commercial Letter of Credit (Page 7)

Question #4: Can a bond be provided instead of a Letter of Credit as it accomplishes the same purpose?

Answer #4: No, due to the fact that this is a service contract and not a construction contract.

8.0 Contract Duration (Page 10)

Question #5: The Contract term is 3 years with 2 – 1 year extensions for a maximum of 5 years. Is it possible to extend the contract term to 5 years with 3 – 1 year extension for a maximum of 8 years as this will lead to a cost savings to the Regional District (due to economies of scale)?

Answer #5: No, the contract term cannot be extended beyond that outlined in the tender documents.

9.0 Work – Compaction (Page 13)

Question #6: What is the compaction spec required (in kg/m³)?

Answer #6: The target apparent density for the site is 700 kg/m³.

12.0 Waste and Soil Quantity (Page 18)

Question #7: Can you provide us historical daily tonnages for 2018?

Answer #7: Daily tonnage records are not available.

Question #8: The tender suggests that tonnages may be reduced by up to 30% through diversion, while the operations plan shows drastic tonnage increase forecasts. Can you please clarify whether tonnages are expected to increase or decrease? Will the Regional District consider a fixed monthly rate for fixed contractor costs with a variable per tonne rate?

Answer #8: In the short-term, tonnages are anticipated to increase slightly or remain status quo due to waste export from Mackenzie. The long-term Regional District solid waste management is to reduce tonnages by up to 30% (mass basis); however, this reduction is anticipated to occur over a number of years.

Question #9: Do the annual tonnages specified in the document represent all material (including diverted for recycling) or just the tonnages to the working face for processing (ie. amount for basis of payment to contractor)?

Answer #9: Waste tonnages reported in Section 12.0 are for landfilled mass only (amount for basis of payment) and does not include diverted materials.

14.0 Contractors Equipment (Page 18)

Question #10: If we choose to use brand new equipment, delivery time may be up to 6 months on certain pieces. Are we able to use a comparable machine until it is delivered without meeting the hour spec?

Answer #10: This would be acceptable provided that written assurances are provided with anticipated delivery dates. The temporary equipment will require certified maintenance records, as well as contingency plan for temporary equipment replacement in the event that the temporary equipment should break down prior to delivery of the new equipment.

Question #11: Your spec for weight and horsepower on the dozer does not align with the available equipment. Can the spec be revised to match the weight to the horsepower spec?

Answer #11: Bulldozer shall have a minimum mass of 16,000 kg with a flywheel horsepower of 165 or greater.

Question #12: Does the dozer require a ripper? Does it require a 6-way blade?

Answer #12: No ripper required. No 6-way blade required.

Appendix B 4. Manager's Status (Page B2-4)

Question #13: In the Contract (4. Manager's Status) can it be clarified that the Contractor will not be entitled to extra payment unless the cause of the stoppage is not the Contractor's fault?

Answer #13: Payment by tonnage or waste landfilled, soil volume and force account work. Please see paragraph 3 of Article 4 (Manager's Status for limitations).

Appendix B 13. Indemnity and Release by Contractor (Page B2-6)

Question #14: In the Contract (13. Indemnity and Release by Contractor) is this release and indemnity based on changes in site conditions, issues or claims that occur following the start date of the Contract? Are there any known existing issues (ie. groundwater impacts, contamination, etc.) as of the start date of the contract?

Answer #14: Question is out of context of the intent of this clause.

Appendix B 22. Payment Withheld or Deducted (Page B2-9)

Question #15: Can you please quantify the factors that would be used to determine whether or not the 'Contractor is not performing the Work satisfactorily in the opinion of the Manager' and the amount to be withheld? (B2-9)

Answer #15: Safety issues (i.e. active face layout and maintenance), berms, slopes, operational safety (i.e. customers, operators' interaction with public and staff), equipment functionality and availability, loss of side-slope control resulting lost airspace, and airspace analysis indicating target density not being achieved.

Amounts depending on severity of issues.

Question #16: In the Contract (22. Payment Withheld or Deducted (e).) will deductions be made for equipment not being replaced in time even if compaction spec and contract obligations are met? How will hours be determined for the basis of a deduction?

Answer #16: Response: This clause is intended to preserve airspace and maintain safe site operations and controls. If performance specifications are met by the Contractor, issues can be typically managed through appropriate communication channels with the Regional District.

Appendix C Schedule of Prices – Tendered Price (Page C7-1)

Question #17: How much of the approx. 45,000m³ per year of soil used on site is used for cover vs. other purposes? How is the contractor paid for soil that is excavated but not 'stockpiled'? Can you please provide detail on what the non-stockpiled volumes are and what the material would be used for? C7-1 references 8,000m³ as the payment item, however the provided historical volumes are substantially higher (approx. 45,000m³); which volume is more representative of the actual expected soil excavation? How is the contractor paid for additional soil being moved?

Answer #17: The 8,000 cubic metres of soil is based upon an approximate 6:1 waste to cover ratio. The additional soil recorded included intermediate cover and other soil cover associated with landfill operations. The additional soil placement requirements will vary from year to year and be based upon operational needs. This additional cover will be paid as per the unit price rate.

General Questions

Question #18: Can the Supervisor be an operator as well?

Answer #18: Yes.

Question #19: Are we able to submit 'alternate' or 'value added' sections in our package to identify potential areas for cost savings and/or improved performance.

Answer #19: Yes.

Question #20: Is there an electrical service available to the contractor on-site for a site office?

Answer #20: Site office would require approval by the Regional District. Electrical connection would not be easily accessible.

Question #21: Are washroom facilities available on-site for use by the contractor's staff?

Answer #21: Porta-Potties are located on-site.

Question #22: Can we keep an appropriate fuel tank on-site?

Answer #22: No due to security concerns.

Date: September 25, 2019

Addendum 2 Received.

Signature of Tenderer

Name of Tenderer

Technical Inquiries:

Rana Mandour, Project Engineer-in-Training –
Solid Waste Management Practice
Tetra Tech Canada Inc.
14940 – 123 Ave., Edmonton, AB T5V 1B4
Telephone: 587-460-3481
Email: Rana.Mandour@tetrattech.com

General Inquiries:

Petra Wildauer
General Manager of Environmental Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Phone: 250-960-4400 / Fax: 250-526-8676
Email: pwildauer@rdffg.bc.ca