#### 682-2012 ADDENDUM 2

# REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR SEWPCC UPGRADING/EXPANSION PROJECT

## **URGENT**

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: December 21, 2012 BY: Neil Harrington TELEPHONE NO. (204) 986-3266

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

### PART B - BIDDING PROCEDURES

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

Revise: B10.1 (a) (iii) to read: wastewater or water facility programming; design, automation, management of

construction, contract administration and plant commissioning related Services on up to

five projects of similar size and complexity.

B12. PROJECT UNDERSTANDING, METHODOLOGY AND SCHEDULE (SECTION E)

Add: B12.5 The Proponent shall develop the most effectual schedule attainable using their expertise

and experience. The Proponent shall provide commentary supporting the

appropriateness of the schedule timelines. In circumstance that the Proponent's schedule contrasts with a milestone of D11, the Proponent shall provide detailed commentary on

their justification.

B20 EVALUATION OF PROPOSALS

Revise: B20.7 (f) to read; the appropriateness of the timelines indicated in conjunction with the soundness of the

associated commentary or justification; and

#### PART D - SUPPLEMENTAL CONDITIONS

D6.3 Project Definition

Revise: D6.3.5 (c) (i) to read; Contrary to the SEWPCC Project Definition/Validation Report, May 2012 (PDR), all

requirements, including effluent criteria, of Manitoba Regulatory License 2716RR, Revised April 18, 2012 are to be met by the Project. Timeline requirements are subject to modification by City acceptance of the Proponent's schedule submitted in accordance

with B12.3, B12.4 and B12.5.

Add: D6.3.5 (e) The City has planned to perform the PDR recommended stress testing of a primary

clarifier during the dry weather period of 2012-2013. The details and results will be

provided to the Consultant during the Project Definition Phase.

Revise: D6.3.9 to read; As part of the Project Definition phase it is required that a selection of the most Project

beneficial vendor for IFAS media be made. To this end the Consultant shall develop and

issue through the City's Materials Management a Request for Proposal or Bid

Opportunity (as applicable) for the equipment/Services, evaluate the responses based on predefined criteria including life cycle costing and provide an award recommendation to the City. Associated Consultant Services shall be provided as per D6.5, D6.6, D6.7 and D6.8.

Revise: D6.3.10 to read;

Subject to selection of High Rate Clarification in D6.3.7, as part of the Project Definition phase it is required that a selection of the most Project beneficial vendor for High Rate Clarification be made. To this end the Consultant shall develop and issue through the City's Materials Management a Request for Proposal or Bid Opportunity (as applicable) for the equipment/Services, evaluate the responses based on predefined criteria including life cycle costing and provide an award recommendation to the City. Associated Consultant Services shall be provided as per D6.5, D6.6, D6.7 and D6.8.

#### D6.4 Preliminary Design

Revise: D6.4.3 to read; Void

D9 INSURANCE

Revise: D9.2 to read;

As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$10,000,000 for each occurrence or accident with a minimum \$10,000,000 Products and Completed Operations aggregate and \$10,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$10,000,000 per claim and \$10,000,000 in the aggregate.
- D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

Add: D12 Revision to Appended Documents

Add: D12.1 Appendix L - Consultant Services Management Plan (Minimum Requirements) Revision 2 is issued as a part of Addendum 2 and replaces Revision 1.1.