



# 182-2015 ADDENDUM 2

## PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE

### URGENT

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

ISSUED: May 29, 2015  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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**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.**

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### PART A – PROPOSAL SUBMISSION

Replace: 182-2015 Proposal Submission with 182-2015 Addendum 2 - Proposal Submission.

The following is a summary of changes incorporated in the replacement Proposal Submission:

- Form B(R1): Added Fee Section in Summary of Fees for Special Services
- Added new columns for Hourly Rates and Allowable Disbursement forms

### PART B – BIDDING PROCEDURES

- Revise: B12.1(c) to read: three (3) organizational charts (one for Design Build team, one for Design Bid Build team **and one for Special Services team**) which include all phases of the Project and the entire team.
- Revise: B14.1.1 to read: There shall be separate schedules for services related to Design Build and Design Bid Build **and Special Services**.
  - (a) Tie-ins between Design Build and Design Bid Build **and Special Services** work should be clearly identified.
- Add: B14.1.2(d) Special Services milestones and dates or events for at least
  - (i) Consultant Services Management plan;
  - (ii) Submission of the thermal hydrolysis pre-selection strategy; and
  - (iii) Posting of the thermal hydrolysis RFP.
- Add: B14.1.3(a) (v) The award of the thermal hydrolysis preselected vendor and procurement conditions may take a minimum of six (6) months from the posting of the thermal hydrolysis RFP.

*Note: Addendum 1 in error had two B16.6.2s*

Revise: B16.6.2 to read: If a Proponent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

Add: B16.6.3 Failure to comply with this provision may result in disqualification of your Submission from the RFP process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

Revise: B23.1(c) to read: Fees; (Section B) 40%

(i) Phase 1 (see D6.1.4)	20%
(ii) Phases 2 and 3 (see D6.1.4)	20%

Revise: B23.4 to read: Further to B23.1(c), Fees will be evaluated based on **Total Fees submitted for Phase 1 and Total Fees submitted for Phases 2 and 3.**

B23.4.1 Fees appearing to be inappropriately proportioned within or **between the Fees for Phase 1** may be determined to be non-responsive and rejected by the Award Authority in its sole discretion acting reasonably.

B23.4.2 Fees appearing to be inappropriately proportioned within or **between the Fees for Phases 2 and 3** may be determined to be non-responsive and rejected by the Award Authority in its sole discretion acting reasonably.

B23.4.3 Fees, hours and Hourly Rates appearing to be inappropriately proportioned within or **between the Fees for Phases 1, 2 and 3** may be determined to be non-responsive and rejected by the Award Authority in its sole discretion acting reasonably.

Add: B25 **PROPONENT DUE DILIGENCE**

B25.1 This RFP and the information supplied by the City as part of the RFP Process may not contain all of the information that a Proponent or its Team Members may need in deciding whether to submit a Proposal Submission or in the development of a Proposal Submission.

B25.2 The City and its advisors make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFP or any information, data, materials or documents (electronic or otherwise) provided to the Proponents or their Team Members in this RFP or during this RFP Process with respect to the RFP or the Project. The City and its advisors shall not be liable for any claim, action, cost, loss, damage or liability of any kind whatsoever arising from any Proponent's or Team Member's reliance on or use of this RFP or any other information, data, materials or documents (electronic or otherwise) provided or made available to the Proponents or their Team Members by the City or its advisors during this RFP Process or with respect to the RFP or the Project.

B25.3 Each Proponent, and each Team Member, is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the RFP, the RFP Process, and the Project and with respect to any information, data, materials or documents (electronic or otherwise) provided or made available to the Proponents or their Team Members by the City or its advisors during this RFP Process or with respect to the RFP or the Project.

- B25.4 Each Proponent, and each Team Member, is responsible for ensuring that it has all of the information necessary to prepare its Proposal Submission in response to this RFP and for independently informing and satisfying itself with respect to the information contained in this RFP, or provided during this RFP Process with respect to the RFP or the Project and with respect to any conditions that may in any way affect its Proposal Submission.

## **PART D – SUPPLEMENTAL CONDITIONS**

- Revise: D1.5.4 and D1.5.4 (a) to (j) to read: Payments for the Fixed Fee aspect of the Scope of Services shall be based on the payment schedule included in Appendix 3\_R1.
- (a) Payments shall only be made when deliverables are submitted by the Consultant and acceptable to the City.
  - (b) The percentages in Appendix 3\_R1 are for the primary purpose of easing the invoicing procedure and level of effort involved for both the City and the Consultant for the invoicing procedure.
    - (i) The percentages do not imply the level of work the Consultant may be required to spend on each item.
    - (ii) Actual costs incurred by the Consultant for each item may be significantly more or less; however, each deliverable must be acceptable to the City prior to the City releasing payment.
  - (c) One of the percentages for payment items in Fixed Fees for Owners Advocate \_ Design Build and Professional Engineering Services \_ Design Bid Build in Appendix 3\_R1 will be reduced by the percentages for the semi-annual cashflow forecast.
    - (i) The payment item to be reduced will be carried out by the City's Project Manager in consultation with the Consultant after the Contract award.
    - (ii) The percentage for the semi-annual cashflow forecast is not included in the "total percentages" for WSTP Design Level 1, WSTP Design Level 2 or Procurements Services in Appendix 3\_R1.
  - (d) The City may make partial payments for certain items in in Appendix 3\_R1 based on the Consultants approved schedule in the Consultant Services Management Plan, level of completion, and submission of deliverables acceptable to the City.
  - (e) Partial payment approval is contingent upon the Consultant providing to the City, a partial deliverable(s) of that pay item acceptable to the City's Project Manager.
  - (f) The total amount of partial payments for any line item shall not exceed 50% of the payment value of that line item. The Payment Items eligible for partial payments are:
    - (i) Project Definition Report 75% Complete- Draft;
    - (ii) Project Definition Report 100% Complete - Draft;
    - (iii) EPD Report 75% Complete – Draft;
    - (iv) EPD Report 100% Complete – Draft;

- (v) DB RFP – Draft;
- (vi) Services during RFQ Bid Period; and
- (vii) Services during RFP Bid Period.

(g) The invoices submitted during the Fixed Fee period shall include:

- (i) Contract amount subtotals;
- (ii) Previously invoiced;
- (iii) Current invoice;
- (iv) Invoiced to date;
- (v) Remaining balance;
- (vi) Licence related costs;
- (vii) Tangible personal property;
- (viii) Category III related costs;
- (ix) Category III costs related to the Licence; and
- (x) Non-category III related costs.

Revise: D6.1.3 to read: The specifics described in PART E, PART F **and PART G** are not all inclusive of the work the consultant will need to provide the City in fulfilment of the Consultant's contract. The Consultant shall provide the comprehensive engineering services, even if not specifically described, but required to define the work for the

- (a) City to adequately procure DB and DBB contracts **for the NEWPCC Upgrade as generally described in Appendix 4**; and the
- (b) Consultant to carry out Contract Administration and Post Construction Services for the DB and DBB contracts.

Revise: D6.1.4 to read: The Consultant shall provide the Services detailed in **PART E, PART F and PART G** when authorized by the City. The Services shall be provided in phases as listed below including associated project management (D6.1.1(a) and D6.1.2(a) **and D6.1.5(a)**).

- (a) Phase 1: D6.1.1(b) to D6.1.1(d) and D6.1.2(b) **and D6.1.5(b)**.
- (b) Phase 2: D6.1.1(e) to D6.1.1(f).
- (c) Phase 3: D6.1.2(c) to D6.1.2(e).

Add: D6.1.5 The Consultant shall provide the following professional engineering Services and as described in PART G - Professional Engineering \_Special Services:

- (a) Project Management; and
- (b) Thermal Hydrolysis Pre-Selection and Procurement Conditions.

Revise: D6.3.1 to read: The DB work shall include but not be limited to the following major new process facilities with their associated **structures, buildings**, piping, tie-ins, supporting services and accessories, **for all disciplines for a complete and operable NEWPCC**.

- (a) Raw sewage pumping station;
- (b) Headworks buildings (grit removal and screening);
- (c) High rate clarifiers (HRC) and associated sludge storage tanks;
- (d) Primary fermenters;
- (e) Intermediate pumping;
- (f) Bioreactors for the BNR – IFAS process ;
- (g) New secondary clarifiers;
- (h) Sludge receiving station(s) ( for SEWPCC and WEWPCC);

- (i) Sludge phosphorus release and thickening;
- (j) Sludge screens and intermediate dewatering facility;
- (k) Thermal hydrolysis facility;
- (l) Mesophilic anaerobic digesters;
- (m) Combined heat and power (CHP) facility;
- (n) Phosphorous-recovery system ( including provision for a struvite storage and hauling station);
- (o) Final dewatering facility;
- (p) Sludge cake hauling station(s);
- (q) Biogas system, including gas dome and flare;
- (r) Access road to Ferrier St across the CPR rail tracks;
- (s) Standby generation; and
- (t) Odour control.

Add: D8.7.1 Consultants shall extend their application of the Canadian Electrical Code to include the 2015 23<sup>rd</sup> Edition of the Canadian Electrical Code C22.1 and Province of Manitoba specific amendments as required in the 2015 12<sup>th</sup> Edition Manitoba Electrical Code.

Add: D8.9.1 The City makes no representations or warranties with respect to the accuracy or sufficiency of information made available pursuant to D8.9.

Revise: D11.2(c) to read: Project Specific Professional Errors and Omissions Liability insurance including :

- (i) An amount not less than **\$25,000,000 per claim and \$25,000,000 in the aggregate. This limit can be met through a combination of primary and excess policies.**

Revise: D11.2.1 to read: The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for **thirty-six (36) months** after total performance.

Revise: D11.4 to read: The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D11.2 (a) and **D11.2(c) as determined by the Consultant.**

Add: D13 **Critical Stages**

D13.1 Part G shall be completed prior to the issuance of the design builder's RFP.

## **PART E – OWNERS ADVOCATE DESIGN BUILD SERVICES**

Revise: E3.2.1(d) to read: Presentation of Project definition report – **100% complete.**

Revise: E3.2.2(a)(i) to read: the project's concept to date addressing the entire planned upgrade including presentations by all disciplines as to the OA's most probable design recommendations and options to be considered;

Revise: E3.2.2 (e) and E3.2.2 (e)(i) to(v) to read: Technical memoranda indicated in E3.3.13(a) to E3.3.13(c).

Delete: E3.2.2(f)

Revise: E3.2.2(g) to read: Two (2) full day **Risk and Opportunity** workshops with the WSTP Team and other City selected stakeholders.

- (i) One (1) day to focus on DB phase of the work, and
- (ii) One (1) day to focus on reliability, redundancy, operability and maintainability of the upgraded plant.

- (iii) Submit completed risk register prior to the workshop.
- (iv) Submit a final risk register after the workshop.

Delete: E3.2.2(h)

Delete: E3.2.2(i)(ii)

Revise: E3.3.13(b) to read: Process flows, **loads** and mass balance of the proposed upgraded.

- (i) Consider cold raw sewage conditions and assessment of their implications and requirements.

Add: E3.3.13 (f) The technical memoranda identified in E3.3.13 (a) to (e) shall be submitted as follows:

- (i) Draft technical memoranda for E3.3.13 (a) to E3.3.13(c) shall be submitted separately prior to project definition report – 75% complete.
- (ii) Draft technical memoranda for E3.3.13 (a) to E3.3.13(c) shall be incorporated in the draft project definition report – 75% complete along with WSTP comments.
- (iii) All other draft technical memoranda shall be submitted in the draft project definition report – 75% complete and in accordance with D8.4.
- (iv) All technical memoranda shall be finalized in the project definition report – 100% complete.

Revise: E4.2.1(b)(ii) to read: Presentation of draft and final DB technical elements.

Revise: E4.2.2(f)(ii) to read: The cost estimate shall bear the stamp and seal of a cost engineer or cost estimator.

Add: E4.2.2(g) Preliminary Project Commissioning Plan

- (i) Two (2) half day commissioning workshops.
- (ii) Preliminary Project Commissioning Plan Technical memorandum
- (iii) The Preliminary Project Commissioning Plan Technical memorandum shall be separately and in accordance with D8.4.

Add: E4.2.2(h) Operational Staffing Plan

- (i) To be submitted separately from the EPD report and not to be included in the EPD report.

Add: E4.3.1(j)(vii) The Consultant shall provide two(2) half day commissioning workshops to obtain input from the City.

Add: E4.3.5(b) The Training Requirements Workshop technical memorandum shall be submitted separately and in accordance with D8.4.

Add: E4.3.9(d) CHAIR shall be carried out at the beginning of the WSTP Level 2 design.

- (i) The draft CHAIR technical memorandum shall be submitted separately prior to the submission of the draft EPD Report – 75% complete.
- (ii) Draft CHAIR technical memorandum shall be incorporated in the draft EPD report – 75% complete along with WSTP comments.

Add: E4.3.9(e) HAZOP shall be carried out after the P&ID drawings in WSTP Level 2 design are complete and acceptable to the City.

- (i) The draft HAZOP technical memorandum shall be submitted separately prior to the submission of the draft EPD report – 100% complete.
- (ii) Draft HAZOP technical memorandum shall be incorporated in the draft EPD report – 100% complete along with WSTP comments.

- Add: E4.3.10(d) The Maintenance Review Workshop technical memorandum shall be submitted separately and in accordance with D8.4.
- Revise: E4.3.12(a) to read: WSTP Design Standards, **drawings**, performance requirements, performance criteria, performance specification and/or prescriptive specification:
- (i) Address site development, structural, architectural elements, process, HVAC, plumbing, mechanical, electrical, detection and alarm, instrumentation, controls, automation, security, flood protection, fire protection, odour control, asbestos abatement, temporary facilities, road access, parking, truck traffic, rail traffic, rail crossing, landscaping, operational consumables etc.
  - (ii) Include minimum sizes, installation requirements, and requirements for major equipment.
  - (iii) Include volume and footprint of facilities, pipes and appurtenances.
  - (iv) Identify quality requirements, quality checklists, expectations, tolerances, standards and work performance measurements;
  - (v) Indicate equipment lists and requirements, criteria and/or specifications;
  - (vi) Specify commissioning activities and expectations demonstrating that the performance testing in the commissioned year will meet the design year 2037 requirements.
- Revise: E5.1.1(k) to read: Debriefing reports for RFQ and RFP Proponents.
- Add: E5.1.1(l) Recommendation for City approval of bridging documents.
- Revise: E5.1.2 to read: All deliverables shall be submitted in draft and final copies with WSTP comments incorporated into final copies
- (a) The OA shall maintain a comments log in a format acceptable to the City. The log shall include as a minimum comments on all deliverables and action on the comments.
  - (b) Draft and final documents shall be provided in Native Format and PDF; and one (1) unbound and six (6) bound hardcopies.
- Add: E5.2.1(i) Assist in preparing debriefing reports and debriefing of RFQ Proponents.
- Revise: E5.3 to read: Prepare tender packages (RFQ and RFP documents) that include general description of the proposed upgrade, preselected vendors/equipment, **drawings, required DB technical elements** (performance requirements, performance criteria, performance specification and/or prescriptive specification), to provide sufficient information for DB Proponents to prepare responses to the RFQ and RFP. Performance elements shall also include the following criteria:
- (a) Management – this shall include design and construction quality assurance and quality control, safety, traffic control, logistics management, environmental protection, personnel qualifications, qualifications and past performance of organizations and detailed project execution plans;
  - (b) Submittal requirements;
  - (c) Schedule – including design and construction schedules and the type of schedule criteria;
  - (d) Design Build Technical Elements – as indicated in EPD; and
  - (e) Whole life cost (CAPEX, OPEX & NPV) – forms for bid prices.

## **PART F – PROFESSIONAL ENGINEERING DESIGN BID BUILD SERVICES**

Revise: F3.4.2(a)(iv) to read: Presentation of Project definition report – 100% complete

Revise: F3.4.2(b)(v) to read: HAZOP and CHAIR; and

- ◆ One (1) half day workshop each for HAZOP and CHAIR nodes (process areas) identification for the Administration Building.
- ◆ One (1) half day workshop each for HAZOP and CHAIR nodes (process areas) identification for the Maintenance Building.

## **PART G – SPECIAL SERVICES**

Add: PART G – Special Services

## **APPENDICES**

Replace: Appendix 3 – Payment schedule with Addendum 2\_ Appendix 3\_R1 – Fixed Fee Payment schedule

## **QUESTIONS AND ANSWERS**

Question 1: Is a proponent excluded from bidding on the pending NEWPCC Power Supply Upgrade Design-Build Project if they are successful in RFP 182-2015?

Answer 1: No they are not excluded.