



## 64-2021 ADDENDUM 2

### PROFESSIONAL CONSULTING SERVICES FOR INDEPENDENT CERTIFIER SERVICES FOR THE NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE: HEADWORKS FACILITIES PROJECT

#### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO  
WHOEVER IS IN POSSESSION OF THE  
BID/PROPOSAL**

ISSUED: March 24, 2021  
BY: Lana Obach, P.Eng., MAsc., PMP  
TELEPHONE NO. 204 986-8335

**THIS ADDENDUM SHALL BE INCORPORATED  
INTO THE BID/PROPOSAL AND SHALL FORM  
A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20190115

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.**

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#### **PART B – BIDDING PROCEDURES**

- Revise: B3.1 to read: The Submission Deadline is 12:00 noon Winnipeg time, **May 21, 2021**.
- Revise: B5.5 to read: Design Builder is currently unknown. The Headworks Project request for proposals closed January 13, 2021 and is currently being evaluated. Once a preferred proponent is named, the City will finalize any negotiated changes to the Independent Certifier Agreement, attached as Attachment 1, and will issue these changes through addenda.
- Add: B12.3(a)(iii) The Independent Certifier will be required to attend a Milestone inspection within 2 Business Days after the Design Builder has requested such inspection.
- Add: B12.3(a)(iv) The Independent Certifier will be required to provide, within 3 Business Days of the completion of a Milestone inspection, results of that inspection, including a Deficiency List applicable to that Milestone.

#### **QUESTIONS AND ANSWERS**

Q1: Section B12.2(c) of the RFP indicates that if the Design Builder fails to meet the Final Completion criteria, the Independent Certifier is to update the cost estimate to complete the Headworks Project. What is the scope intent for the Independent Certifier in this scenario? If the Design Builder elects to abandon the work at 50% complete, the amount of work to update the cost estimate would be much more significant than if the Headworks Project was nearly completed. Is this just an assessment of the deficiency items? Or is this simply an update and assessment of the cost to complete on the project?

A1: If Section B12.2(c) of RFP 64-2021 was applicable in the Design Build Agreement, the Design Builder would have already achieved Substantial Completion. The scope of work for the Independent Certifier is to estimate the cost of achieving Final Completion based on the work that has not been completed since Substantial Completion was achieved.

Q2: Has the Schedule of Values for the Design Build Agreement been completed? If not, will the Independent Certifier have input into how the successful Design Builder will format the Schedule of Values for billing?

A2: The Design Build Agreement will be paid by Milestones. The value of each Milestone will be predetermined by the Design Builder and the City.

Q3: Are there any portions of the Design Build Agreement that are unit price? Will there be any onsite measurement of work completed (i.e. m<sup>3</sup> of excavation or backfill)?

A3: There are no portions of the DBA that are unit price.

Q4: Is the Independent Certifier responsible for determining if the Design Builder has achieved a Milestone? Or will the City indicate that they have accepted that the Design Builder has achieved the Milestone?

A4: The Independent Certifier is responsible for determining if the Design Builder has achieved a Milestone. When the Independent Certifier is satisfied all of the conditions of the Milestone have been met, they will issue a Milestone Certificate certifying the completion of the Works.

Q5: Section C9.3 of the Attachment 1 - Independent Certifier Agreement indicates that the team lead is a member of APEGM or EGM, or such similar professional designation recognized in North America. What other designations would be acceptable? Is a Professional Quantity Surveyor an acceptable designation?

A5: A Professional Quantity Surveyor can be part of the Independent Certifier's team, however, the team lead must possess a current professional designation of not less than membership in The Association of Professional Engineers and Geoscientists of Manitoba, operating as Engineers Geoscientists Manitoba (EGM) or such similar professional designation recognized in North America.

Q6: Section E1.1 of Attachment 1 - Independent Certifier Agreement alludes to a "certification quality plan". Is it the expectation that the Independent Certifier have a quality plan certification based on a standard (i.e. ISO)? Or is the Independent Certifier just to submit a quality plan to the acceptance of the City and Design Builder?

A6: A quality plan acceptable to the City and Design Builder will suffice. It does not need to be based on a standard.

Q7: Section H1.4 of Attachment 1 - Independent Certifier Agreement indicates that the Independent Certifier can withhold their services if the outstanding payments are in excess of \$100,000. This will be a significant percentage of the fees. Can this be reduced to \$20,000?

A7: The City will discuss this item with the preferred proponent once they are named. The Independent Certifier's scope of Services is necessarily required under the Headworks Project and accordingly any delay by the Independent Certifier puts risk to the Design Builder's schedule.

Q8: Is the Milestone inspection list intended to be different from the Milestone Certificates (refer to Section A1.1(a)(i) of Appendix A of Attachment 1 - Independent Certifier Agreement)?

A8: Yes. The Milestone inspection list will include all the items the Independent Certifier will be checking to verify the Milestone. These will be populated by the Independent Certifier based on items already listed in Schedule 9 – Milestone Criteria Payment in the DBA. The Milestone Certificate is a certificate that certifies the completion of the Works issued by the Independent Certifier.

Q9: Will the Independent Certifier be responsible for the development of the Deficiency List? Or will the list be generated by the City or Owner's Advocate and then the Independent Certifier will just assign values? There are a few locations in the Independent Certifier Agreement that alludes to the Deficiency List, but does not indicate who is responsible for creating the list.

A9: The Independent Certifier will be responsible for generating the Deficiency List. The Independent Certifier will also be responsible for determining the total value of Deficiencies, if applicable.

Q10: Will the selection of the Design Builder occur after RFP 64-2021 has closed?

A10: No, the selection of the preferred proponent for RFP 659-2018B will occur prior to RFP 64-2021 closing. This needs to be completed prior to RFP 64-2021 closing as the scope of Services is still in draft form for the Independent Certifier Agreement. Once the City has named a preferred proponent, the City can jointly finalize the Independent Certifier Agreement with the preferred proponent. The execution of the Design Build Agreement may occur after the close of RFP 64-2021. It is only after execution of the Design Build Agreement that the preferred proponent for RFP 659-2018B becomes the Design Builder.

Q11: Is a certificate of insurance required to be submitted with the proposal?

A11: No. Certificates of Insurance are only required from the successful Proponent to RFP 64-2021.

Q12: If there is a disagreement related to the achievement of a Milestone, who arbitrates this? The Independent Certifier or the City or the Owner's Advocate?

A12: If there is a disagreement related to the achievement of a Milestone, the City or the Design Builder can elect to invoke the Dispute Resolution Procedure set out in Schedule 7 – Dispute Resolution Procedure of the DBA. The Dispute Resolution Procedure does not involve the Independent Certifier directly. However, the Independent Certifier may be requested to present their findings (including providing or making available documents, information and witnesses for attendance at hearings and other proceedings) to a third party as per Section A1.1(o) of Appendix A in Attachment 1 – Independent Certifier Agreement. The Independent Certifier would be paid for this type of Service as per Section A3 of Appendix B in Attachment 1 – Independent Certifier Agreement.