



TOWN OF ERIN

REQUEST FOR LETTERS OF INTEREST

**URBAN CENTRE WASTEWATER SERVICING
CLASS ENVIRONMENTAL ASSESSMENT**

1. INTRODUCTION

Located in southern Wellington County, the Town of Erin is predominantly a rural municipality characterized by open spaces, rolling hills, farmland, wetlands, forest features and small urban settlements. Erin contains many natural and cultural heritage features, such as the Elora Cataract Trailway, the headwaters of the West Credit River and Snows, Shaw's and Silver Creeks (all important tributaries of the Credit River) and two important headwater tributaries of the Grand River (the Eramosa and Speed Rivers). Erin also has a vital agricultural and resource-based community including recreation venues and aggregate extraction.

Steeped in rural history, the Town of Erin is an amalgamated community containing two urban centres (Erin Village and Hillsburgh) and six hamlets (Ballinafad, Brisbane, Cedar Valley, Crewson's Corners, Orton and Ospringe) representing a population of approximately 11,000. The existing population of Erin Village and Hillsburgh is approximately 4,500.

Erin Village and Hillsburgh are historic, diverse communities which are primarily residential centres focused on historic main streets and commercial cores. Each village is serviced by separate municipal, groundwater based, water supply systems and individual private wastewater systems comprising Class 4 and Class 6 systems of various ages. The core commercial area of Erin Village is serviced by a number of septic systems and holding tanks. A package wastewater treatment plant, with subsurface effluent disposal, services Centre 2000, which is a multi-use facility, that includes a high school, arena, community centre and library.

In 1998, the Town of Erin was created when the former Village of Erin was amalgamated with the Township of Erin. In 2000, the Town released a report (known as the Erin Growth Strategy) that examined growth-related issues in the former Erin Village and surrounding area.

2. BACKGROUND

On December 14, 2004, the County of Wellington approved the Official Plan (OP) of the Town of Erin. The OP included a requirement for the Town to complete a Servicing and Settlement Master Plan (SSMP). The SSMP was completed in September 2014 by B.M. Ross and Associates Limited. It was a community-based process designed to address servicing, planning and environmental issues relating to the urban centres in the Town of Erin in a comprehensive manner. The current OP (last amended May 2012) sets a Special Policy for urban areas in Section 3.6.6, that requires Erin Village and Hillsburgh to be included in the SSMP for completeness. The SSMP was completed as a Master Plan under the Municipal Engineer's Class Environmental Assessment (Class EA) process and included water, wastewater, transportation and storm water management servicing. The SSMP followed Approach #1 of the Class EA Master Planning process. Under this approach, the SSMP was done at a broad level of assessment thereby requiring more detailed investigations at the project-specific level in order to fulfil the Class EA documentation requirements for the specific Schedule B and Schedule C projects identified in the SSMP.

The purpose of this request for Letters of Interest (LOI) is to continue with the next phases of the Class EA process for wastewater servicing. A separate Class EA is being completed for improvements to the water systems servicing both existing and new development. Following a review of wastewater servicing options for the urban centres of Hillsburgh and Erin Village, the SSMP concluded that a municipal sanitary sewage system consisting of collection and treatment components was the preferred wastewater servicing option for both communities. The SSMP indicates that the existing development in Hillsburgh and Erin Village is to be serviced (approximate population of 4,500) by a new wastewater collection and treatment system and the remainder of the West Credit River's assimilative capacity (approximate residential equivalent population increase of 1500) would be allocated to new growth. The future growth scenarios to be examined in the next steps of the Class EA process are:

- New growth allocated to Erin Village and Hillsburgh (50%/50% split)
- 100% of new growth allocated to Erin Village
- 100% of new growth allocated to Hillsburgh

Both communities are to be serviced by a single wastewater treatment plant (WWTP) located in close proximity to Erin Village as the discharge location for the facility must be located between the 10th Line of Erin and where the West Credit River crosses Winston Churchill Boulevard. This location was determined during the completion of a preliminary West Credit River Assimilative Capacity Study (ACS). The preliminary ACS also established the ultimate population for the urban centres to be 6000 based on the ACS effluent criteria that has been reviewed and deemed feasible by the Ministry of Environment and Climate Change (MOECC) and Credit Valley Conservation (CVC). The average day flow rating for the WWTP has been determined to be 2,610 m³/day, based on the preliminary ACS.

3. PROJECT SCOPE

3.1 Study Area

The study area for the Town of Erin urban centre wastewater servicing (WWS) Class EA includes existing and future development areas identified in the OP for both urban centres, the lands between Hillsburgh and Erin Village for the installation of sanitary sewers and/or forcemains between the two communities and lands appropriate for the location of sewage pumping stations (SPS) and facilities required for wastewater treatment.

3.2 General Objectives

The WWS Class EA will involve updating the ACS with 2014 and 2015 flow and water quality data provided by CVC and from the Provincial Water Quality Monitoring Network (PWQMN) station located on the West Credit River where it intersects Winston Churchill Boulevard. In addition to the parameters already evaluated in the preliminary ACS, temperature and dissolved oxygen are to be included along with any other additional parameters that may be required by MOECC and CVC. The ACS update and review will also require the consultant to finalize the flow rate and discharge criteria (concentrations and loadings) for a municipal WWTP. Reviewing and updating of the ACS shall be completed with comprehensive consultation with MOECC, CVC and the Town's project manager to ensure that all aspects of the study are adequately addressed and expectations of the approval agencies are met. Following the ACS update, the growth projections and scenarios included in the SSMP for the urban centres shall be reviewed and if necessary, updated.

The Class EA will also include developing a problem/opportunity statement for the project and completing a detailed review and analysis of wastewater collection system and treatment options as outlined in Phase 3 (Alternative Design Concepts for the Preferred Solution) of the Class EA process. An evaluation of potential sites for collection system routes and sites for sewage pumping station and treatment facilities will also be required for the three growth scenarios. Design concepts for evaluation of collection and treatment systems shall include, but shall not be limited to, those listed in the SSMP. All treatment options must include facilities for the treatment of septic waste generated within the Town of Erin. Following completion of Phase 3, an Environmental Study Report (ESR) shall be completed as per Phase 4 of the Class EA process.

The proposed site locations for the required facilities and the design concepts identified in Phase 3 of the Class EA shall include the completion of a detailed inventory of natural, social and economic environments for each site and design concept followed by identification and evaluation of the impacts that the alternative sites and design concepts may have on the previously listed environments. Measures to mitigate impacts shall also be identified.

4. LETTERS OF INTEREST (LOI) SUBMISSION REQUIREMENTS

4.1 General Requirements

The Consultant shall submit a brief LOI (maximum 5 pages, Arial 11 pt font) addressing the following items:

- a) A description of the study teams' understanding of the assignment and general approach to the WWS Class EA.
- b) The consultant's recent experience (past 5 years or most recent 5 assignments) in similar studies, sewage treatment plant and collection system designs, receiving stream assimilative capacity assessments and experience with public consultation, mediation and conflict resolution. Provide client references.
- c) Experience of the project manager, Class EA Co-Ordinator and proposed project team.
Note: Given the nature of the assignment it is expected that the study team will include an experienced EA Co-ordinator.
- d) Identification of any sub-consultants who will be included on the project team, their roles and their experience relevant to this assignment.
- e) A brief description of any issues that the project team anticipates could occur while completing the study.

Company brochures and project team member Curriculum Vitae are to be included in appendices.

This is not a Request for Proposal (RFP). Elaborate submissions are not expected.

4.2 Working with Town Staff and Other Town Consultants

It is expected that the Consultant retained for this assignment will work closely on specific aspects of the Class EA with Wellington County Planning staff, Triton Engineering Services Limited (Town Project Manager), the Town's Hydrogeologist (Blackport Hydrogeology) and Financial Consultants (Watson and Associates) and the Ministry of Environment and Climate Change (MOECC) and Credit Valley Conservation (CVC). Triton Engineering Services Limited will be the Town's project manager throughout the LOI, RFP and Class EA processes.

4.3 Selection Process

The Town will generate a short-list of selected consultants based on project understanding, proposed approach, project team experience, project manager and project team and will invite the short-listed firms to submit a detailed RFP including an estimate of fees and proposed project schedule. A more detailed RFP outlining project tasks and project deliverables will be provided for the RFP submission phase.

Qualifications of the project manager, EA Co-ordinator and key project team members will be carefully evaluated. The short-listed consultants will be required to ensure that the project team members, particularly the project manager and EA Co-Ordinator remain unchanged in the subsequent RFP's submitted by the short-listed consultants and during completion of the WWS Class EA. Substitutions for the designated project manager and key project staff in the LOI will not be permitted in the subsequent stages unless otherwise requested by the Town in writing.

The Town reserves the right to request an interview with key members of the Consultant's project team. Interviews, if deemed necessary, will consist of a presentation (maximum 15 minutes) followed by a question period. The entire interview process will take approximately 30 minutes.

Any questions regarding this LOI may be directed to Christine Furlong, P.Eng., Triton Engineering Services Limited at (519) 843-3920 who will act as the Town's Project Manager throughout the duration of the LOI, RFP and WWS Class EA phases of the project.

4.4. Submission Date

Letters of Interest must be received by the Town of Erin in hard copy, delivered to the address below no later than 2:00:59 p.m. on November 5, 2015. The Consultant shall provide 5 hard copies of the LOI to:

Christine Furlong, P.Eng.
Triton Engineering Services Limited
105 Queen Street West
Unit #14
FERGUS, Ontario N1M 1S6

Letters of Interest received after this time will not be considered.

5. LOI TERMS AND CONDITIONS

5.1 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of or under the control of the Town are subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and other applicable legislation. Except as expressly stated in this LOI request and subject to the MFIPPA or other applicable legislation, all documents and other records submitted in the Consultants' LOI's will be considered confidential. MFIPPA can be accessed on the Government of Ontario e-Laws website.

5.2 Confidentiality of Information

Information pertaining to the Town obtained by the Consultant as a result of participating in this LOI request is confidential and must not be disclosed without written authorization from the Town.

5.3 Limitation of Damages

Each Consultant, by submitting a LOI, agrees that:

- a) in the event any or all LOI's are rejected, or this LOI is modified, suspended or cancelled for any reason, neither the Town nor any of its employees, advisors, agents or representatives will be liable, under any circumstances, for any claim or to reimburse or compensate the Consultant in any manner whatsoever, including but not limited to costs of preparation of the LOI, loss of anticipated profits, loss of opportunity or for any other matter;

- b) the Consultant waives any and all claims whatsoever, including claims for loss of profits or loss of opportunity, in the event that the Consultant is rejected or is not successful in this LOI or for any other reason.

5.4 Reservation of Rights

The Town reserves the right, in its sole and absolute discretion, to:

- a) amend the scope of Services, modify, cancel or suspend this LOI process, any or all stages, at any time for any reason;
- b) accept or reject any LOI as determined in the sole and absolute discretion of the Town;
- c) not accept any or all LOI's;
- d) reject or disqualify all or any LOI without any obligation, compensation or reimbursement to any Consultant, sub-consultant or any of their team members;
- e) re-advertise for new LOI's, or enter into negotiations for work of a similar nature;
- f) extend, from time to time, any date, time period or deadline provided in this LOI, upon written notice to all Consultants;
- g) cancel the LOI at any time without proceeding to a Request for Proposal process or entering into any contract.

In selecting the preferred Consultant or in rejecting any or all of the LOI's submitted, the Town may take into consideration anything that, in the discretion of Council, it may deem relevant to the selection of the preferred Consultant and need not be limited to matters of a financial or business nature or any of the LOI objectives set out herein. Any vote of Town Council with respect to the selection of a preferred Consultant, or the rejection of any or all LOI's, shall be deemed to be based upon relevant and appropriate considerations and not otherwise.

Without limiting the foregoing, Consultants are advised that a submission by any Consultant, or by any person or corporation related to, affiliated with or who is a subcontractor of such Consultant, who has a claim or has instituted legal proceedings or has threatened a claim or legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding in respect of any matter may be rejected solely on that basis.

5.5 Ownership of LOI's

All documents including LOI's submitted to the Town become the property of the Town. The documents will be received and held in confidence, subject to the provisions of this LOI and MFIPPA.

5.6 Disclosure

The Town is committed to an open and transparent process, while understanding the Consultants' need for protection of confidential commercial information. To assist the

Town in meeting its commitment, Consultants will co-operate and extend all reasonable accommodation to this endeavour.

The Town expects to disclose, at a minimum, the following information: the LOI document and the names of the Consultants who submit LOI's in response to the LOI request.

To ensure that all public information generated about this LOI process is fair and accurate and will not inadvertently or otherwise influence the outcome of this LOI, all public information generated in relation to the process, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the Town.

Consultants will notify the Town of requests for information or interviews from the media.

5.7 No Obligation to Accept

The Town is not obligated to accept a LOI where, at the sole and absolute discretion of the Town, it does not comply with the requirements of this LOI or it includes a false or misleading statement, claim or information.

5.8 No Unauthorized Communication

All communication with respect to this LOI must be directed to the Project Manager, Triton Engineering Services Limited. Consultants will not communicate directly or indirectly on matters related to this LOI with any other representatives of the Town, including staff, its elected officials or other Triton staff.

Consultants will not engage in any form of political or other lobbying whatsoever with respect to this LOI, or otherwise attempt to influence the outcome of this LOI. In the event of any such lobbying or communications, the Town, at its sole and absolute discretion, may at any time, but not be required to, reject any LOI by that Consultant without further consideration, and either terminate that Consultant's right to continue participating in the LOI, or impose such conditions on that Consultant's continued participation as the Town, at its sole discretion, may consider in the public interest or otherwise appropriate.

5.9 No Collusion

Each Consultant will be responsible to ensure that its participation in this LOI process is conducted fairly and without collusion or fraud.

5.10 Cost of Preparing LOI's

Each Consultant is solely responsible for any and all costs it incurs in preparing its LOI in response to this LOI, including costs of providing information, or additional information, requested by the Town and for all costs it incurs in subsequent negotiations arising from, or in connection with, this LOI.

5.11 Conflict of Interest

Any Consultant that has a real or perceived conflict of interest is deemed to have a conflict of interest for the purposes of this LOI and may, at the discretion of the Town, be disqualified for that reason. Any conflict of interest must be declared, with supporting details, to assist the Town in evaluating whether such conflict may have an adverse impact on the Consultant's ability to perform the Services.

The Town considers that any firm which provides or has provided, within the past 10 years (January 1, 2005 to present), consulting services to any owners of land within the Town of Erin would have a conflict of interest in working for the Town on this project. All LOI's must include an affidavit confirming that the firms which are included in the LOI (prime and sub-consultants) do not have any such conflict of interest or any other conflict of interest.

The Town considers that any firm which provides or has provided, within the past 10 years (January 1, 2005 to present), consulting services to a public-private partnership (P3) consortia or is part of a P3 consortium that does work related to water and wastewater conveyance and treatment systems, would have a conflict of interest in working for the Town on this project. All LOI's must include an affidavit confirming that the firms which are included in the LOI (prime and sub-consultants) do not have any such conflict of interest or any other conflict of interest. P3 projects include: design-build, design-build-finance, design-build-finance-operate, design-build-finance-maintain and design-build-finance-operate-maintain.

In addition, the Consultant selected to complete the WWS Class EA shall not be eligible to participate in a P3 consortium should the Town decide to proceed with an alternative finance and procurement (AFP) model for the final design and construction phase of the wastewater collection and treatment system capital project.

5.12 Insurance

Consultants are advised that, in the Request for Proposal stage of the process, insurance policies for Professional Liability Insurance, Commercial General Liability and Automobile Insurance and any other applicable insurance will be required.

The successful Consultant must, at the time of entering into a contract with the Town, will need to provide copies of insurance in the amount of \$2,000,000 for professional liability insurance, \$5,000,000 for comprehensive commercial general liability insurance and \$5,000,000 for automobile insurance, all satisfactory to the Town. Insurance policies for comprehensive commercial liability and automobile shall include the Town and Triton Engineering Services Limited, Blackport Hydrogeology Inc. and Watson and Associates as additional insured.

All insurance policies shall be:

- a) written with an insurer licensed to do business in Ontario;
- b) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Consultant;
- c) contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days before any material change in risk or cancellation of coverage;

- and
- d) certificates of insurance originally signed by authorized insurance representatives, or if required by the Town, certified copies of all of the above-mentioned policies shall be delivered to the Town prior to the commencement of Services. All subsequent policy renewals and certificates on insurance thereafter, during the term of this work is in force, shall be forwarded to the Town within sixty days (60) of their renewal date.

5.13 Consultant Interviews

Consultants responding to the LOI may be required to attend an interview with the Town. The interview, if required, will be undertaken by a Committee comprised of Town staff, members of Council, CVC and Triton Engineering.

The interview process, if required, will entail a fifteen minute presentation by each Consultant followed by a thirty (30) minute question and answer period. The Consultant's appointed Project Manager and EA Co-Ordinator must be present at the interview.

5.14 Available Information

The SSMP is available on the Town of Erin website at <http://www.erin.ca/definingerin/>.