



TOWN OF ERIN

**REQUEST FOR PROPOSAL
FOR**

**URBAN CENTRE WASTEWATER SERVICING
CLASS ENVIRONMENTAL ASSESSMENT**

December 18, 2015



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REQUEST FOR PROPOSALS
FOR
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TABLE OF CONTENTS

1.0	INTRODUCTION AND BACKGROUND	1
2.0	PROJECT SCOPE	2
2.1	General	2
2.2	Class EA Phases 1 and 2	2
2.3	Class EA Phases 3 and 4	3
2.3.1	General.....	3
2.3.2	WWTP and Outfall.....	4
2.3.3	Sanitary Sewage Collection System.....	5
2.3.4	Financial Analysis	6
2.3.5	Servicing Future Growth	7
2.3.6	By-Laws.....	7
2.4	Public Consultation.....	7
3.0	FIRMS INVITED TO RESPOND, PROPOSAL DUE DATE AND TOWN PROJECT MANAGER	9
3.1	Invitation	9
3.2	Proposal Due Date.....	9
3.3	Town Project Manager / Contact Person.....	10
4.0	TECHNICAL / MANAGERIAL PROPOSAL – ENVELOPE #1	10
4.1	Understanding the Assignment, Personnel, Organization Structures and Project Management	10
4.1.1	Understanding the Assignment.....	10
4.1.2	Key Personnel.....	10
4.1.3	Project Organizational Diagram and Schedule	11
4.2	Local Knowledge and Experience	11

4.3	Related and Corporate Experience	11
4.3.1	Related Experience.....	11
4.3.2	Corporate or Company Experience	12
4.4	Deliverables	12
4.5	References.....	12
4.6	Potential Project Issues and Comments.....	13
5.0	RFP TERMS AND CONDITIONS	13
5.1	Contract	13
5.2	Freedom of Information and Protection of Privacy Act.....	13
5.3	Confidentiality of Information	13
5.4	Limitation of Damages	13
5.5	Reservation of Rights.....	14
5.6	Ownership of Proposals.....	14
5.7	Disclosure	15
5.8	No Obligation to Accept	15
5.9	No Unauthorized Communication.....	15
5.10	No Collusion.....	15
5.11	Cost of Preparing Proposals.....	15
5.12	Conflict of Interest	16
5.13	Consultant's Declaration	16
5.14	Insurance	16
5.15	Validity	17
5.16	Consultant Interviews.....	17
5.17	Engineering Services Agreement	17
5.18	Available Information	17
5.19	Selection Process Schedule	17
5.20	Working with Town Staff and Other Town Consultants	18
6.0	FINANCIAL PROPOSAL – ENVELOPE #2	18
6.1	Services - Engineering Fees.....	18
6.1.1	Engineering Fees (Upset Limit)	18

6.2	Services - Reimbursable Expenses.....	18
6.2.1	Standard Expenses (Upset Limit).....	18
6.2.2	Additional Expenses (Upset Limit)	19
6.3	Financial Proposal Table F-1, Appendix F	19
7.0	PROPOSAL EVALUATION PROCESS AND CRITERIA.....	19
7.1	General.....	19
7.2	Criteria: Technical/Managerial Weighting.....	19
7.3	Criteria: Financial Weighting.....	20
7.4	Highest Ranked Proposal	21
8.0	PROPOSAL SUBMISSION REQUIREMENTS.....	21
8.1	Submission Format	21
8.2	Addenda to the RFP	21
8.3	Sealed Envelope No. 1	21
8.4	Sealed Envelope No. 2	22
8.5	Number of Copies of Proposal to Submit	22
8.6	Delivery	22

FIGURES

Figure 1: Survey Area

APPENDICES

Appendix A	Ministry of Environment and Climate Change, Assimilative Capacity Study Comments
Appendix B	Geotechnical Investigation
Appendix C	Performance Based Class Environmental Assessment MOECC Correspondence
Appendix D	Consultant's Declaration
Appendix E	M.E.A./C.E.O. Client/Consultant Agreement for Municipal Works (2006)
Appendix F	Financial Proposal (Table F-1)



TOWN OF ERIN

REQUEST FOR PROPOSALS

URBAN CENTRE WASTEWATER SERVICING CLASS ENVIRONMENTAL ASSESSMENT

1.0 INTRODUCTION AND 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. 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 and as such, addressed Phases 1 and 2 of the Class EA 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 Proposals (RFP) is to continue with the next phases of the Class EA process for wastewater servicing as a Schedule C Class EA. A separate Class EA is being completed by Blackport Hydrogeology Inc. 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 1,500) 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 6,000 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 was determined to be 2,610 m³/day, based on the preliminary ACS.

2.0 PROJECT SCOPE

2.1 General

The Schedule C Class EA project will follow the latest version of the municipal Class Environmental Assessment (Class EA) process. The preferred solution identified in the SSMP for wastewater servicing was determined to be a municipal wastewater collection and treatment system to service all existing development in Hillsburgh and Erin Village with any remaining capacity of the system being allocated to growth. The main focus of this project will be to review and update wastewater related studies completed in the SSMP (Class EA Phases 1 & 2) and complete Phases 3 and 4 of the Class EA process.

2.2 Class EA Phases 1 and 2

The consultant will be required to develop a Problem/Opportunity Statement based on the recommendations of the SSMP and to review and provide supplementary information on options identified in the SSMP for wastewater collection and treatment and/or provide additional viable options that are not currently listed in the SSMP.

As part of the SSMP, the previous consultant completed a preliminary ACS of the West Credit River which is a cold water fishery below Erin Village. This ACS is included as Appendix D of the SSMP which is available on the Town of Erin website. This preliminary study evaluated the following parameters using a mass balance approach: total phosphorus, nitrate nitrogen, biochemical oxygen demand, dissolved oxygen, Escherichia coli, total suspended solids, temperature, total Kjeldahl nitrogen, total ammonia and un-ionized ammonia. The Wastewater Servicing (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 updating the analysis for the low flow 7Q20 statistic and parameters already evaluated in the preliminary ACS, the consultant will be required to also include any other additional parameters that may be required by MOECC and CVC. Any and all data and analysis completed by CVC or MOECC for the ACS shall be reviewed by the consultant to ensure that the best interests of the Town are adequately represented. Appendix A of this RFP includes correspondence from MOECC regarding the additional work required to update and finalize the ACS including a mixing zone analysis. The review and update of the ACS and mixing zone analysis shall address all of the concerns raised by MOECC.

Extensive assessment of the West Credit River between the 10th Line of Erin and Winston Churchill Boulevard is required as part of the ACS update. Included in this assessment will be the evaluation of options for the WWTP discharge location at the river. In consultation with MOECC and the CVC, the consultant shall complete a review of existing data and complete necessary field studies to inventory existing environmental conditions (fisheries, aquatic, terrestrial, historical and archaeological resources, species at risk, natural and built heritage, etc.) in this stretch of the river and routes for the discharge forcemain or gravity sewer required to reach viable WWTP discharge location options. Options shall be evaluated through an impact matrix that utilizes criteria typical for

similar wastewater collection and treatment plant projects. The evaluation of the discharge routes shall also include a technical/engineering assessment and financial analysis for both capital construction and long term operating conditions. Detailed modelling, using a hydrodynamic mixing model that is acceptable to CVC and MOECC, shall be completed along with updating the mixing zone analysis for a minimum of three (3) discharge locations. The hydrodynamic modelling shall incorporate water temperature, nutrient loads, plant respiration, channel morphology and a range of WWTP discharge flows. Once the discharge location evaluation is complete and a preferred discharge location identified, the consultant shall obtain written agreement from MOECC, CVC and any other approval agency with jurisdiction (Ministry of Natural Resources, Federal Department of Fisheries, etc.) that they concur with the proposed location.

The ACS update and review will require the consultant to finalize the flow rate and discharge criteria (concentrations and loadings) for a municipal WWTP. 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 and the Town are met. The consultant shall obtain written confirmation from MOECC and CVC that they agree with the revised ACS including effluent criteria concentrations and loadings and the proposed WWTP discharge location and flow rate. Following the ACS update, the growth projections and scenarios included in the SSMP for the urban centres shall be reviewed and updated. The consultant shall include a minimum of six (6) meetings with approval agency staff to finalize the WWTP discharge location, ACS, effluent criteria, WWTP average day and peak design flows and growth projections/scenarios.

The consultant shall review Section 6.2 – Issues and Constraints of the SSMP and provide recommendations to the municipality regarding wastewater servicing of existing developed lots that do not have sufficient area to install a replacement septic system and those existing developed lots that are located within well head protection areas (WHPA's) for existing and future municipal supply wells. In addition, the consultant, in consultation with Wellington County Planning, CVC, MOECC and the Town's project manager, shall provide the Town with recommendations regarding the areas of the urban centres that should be serviced by a municipal collection and treatment system based on evaluation criteria including but not limited to lot size, number of holding tanks, age of the private systems, number of failing systems, etc.

2.3 Class EA Phases 3 and 4

2.3.1 General

The SSMP lists several wastewater collection and treatment system options that are to be considered further in Phase 3 of the Class EA to implement the SSMP preferred solution of a municipal wastewater collection and treatment system to service existing development and future growth. The consultant shall review these options and add additional options that are not currently included in the SSMP. Additional options may include the sub-surface disposal of effluent in lieu of a surface water discharge, effluent storage during river low flow conditions and a phosphorus offsetting program.

All municipal collection and treatment system design concepts for the preferred solution identified in the SSMP and any additional options are to be examined based upon the existing environment (natural, social and economic), public and review agency input, anticipated environmental effects and methods of minimizing negative effects and maximizing positive effects. As a minimum, the following shall be considered in the evaluation of each design concept:

- the extent to which the alternative design concepts address the solution to the problem
- the advantages and disadvantages of the alternative designs
- the effects on the physical, natural, social, cultural, economic and technical environments of each alternative design

The consultant shall document the evaluation and decision making process used to select the preferred design concepts for a wastewater collection system, treatment plant and outfall in an Environmental Study Report (ESR) in Phase 4 of the Class EA.

2.3.2 WWTP and Outfall

The SSMP identified a general area for the location of a WWTP along Wellington County Road 52. The consultant shall complete necessary field studies to inventory existing environmental conditions (fisheries and aquatic resources, terrestrial wildlife and vegetative resources, historical and archaeological resources, species at risk, natural and built heritage features, adjacent land use, etc.) for all potential WWTP and outfall properties in this corridor. The consultant shall secure permission to enter all private properties from the owners. Properties shall be evaluated through an impact matrix that utilizes criteria typical for similar WWTP and outfall projects. The property evaluations shall also include a technical/engineering assessment and life cycle costing/financial analysis for both capital construction and long term operating conditions. The property assessment shall also consider the need to acquire land to maintain appropriate buffer zones between adjacent uses and treatment facilities in accordance with MOECC design guidelines to minimize impacts from potential noise and fugitive odours. The consultant shall include pricing in the proposal for the completion of a 1:2000 topographical survey with 0.5m contours and a geotechnical investigation for three (3) short listed WWTP properties and three (3) outfall routes. The cost of the topographical survey and the geotechnical investigation shall be included in the consultant fee proposal as separate line items. The geotechnical investigation shall include two (2) boreholes per short listed WWTP site and outfall route to a depth of 8.0m and each borehole shall be constructed to permit groundwater level monitoring. Groundwater levels shall be measured and recorded at least four (4) times over the duration of the Class EA during periods of the year when water levels are typically at their highest and lowest. Once the preferred WWTP location is determined, the consultant shall assist the Town and its agents with optioning the property. Property appraisal costs, if required, will be paid directly by the Town. Abandonment of the boreholes in accordance with Ontario Regulation 903 shall be included in the consultant's fee proposal.

Once the consultant has obtained written agreement from MOECC and CVC regarding the effluent criteria and design flows for the WWTP, an extensive evaluation of a wide range of wastewater treatment technology combinations that are capable of meeting the effluent criteria, shall be completed. Based on the criteria provided in the preliminary ACS, the consultants shall assume that a tertiary treatment plant complete with on-site biosolids stabilization and storage will be required to service the communities of Hillsburgh and Erin Village. In addition, the municipal WWTP shall include the necessary equipment to accept and treat septage waste generated within the Town of Erin. The treatment alternatives shall be evaluated using an impact matrix that utilizes criteria typical for similar wastewater treatment plant projects. As mentioned above, the consultant shall also evaluate routing options for the WWTP outfall to the West Credit River. The consultant shall also evaluate tertiary effluent WWTP subsurface disposal and the storage of effluent during river low flow periods. The consultant shall utilize the services of Blackport Hydrogeology Inc. (Blackport) to evaluate any options associated with the sub-surface disposal of treated effluent. Blackport fees shall be included in the consultant's fee estimate. The treatment technology and outfall evaluations shall also include a technical/engineering assessment and life cycle costing/financial analysis for

both capital construction and long term operating conditions. The consultant shall utilize the services of Watson and Associates as indicated in Section 2.3.4 Financial Analysis.

During the design concept evaluation, the consultant shall undertake extensive consultation with review agencies and the general public. Following this step of the process, the consultant shall recommend a preferred wastewater treatment and outfall configuration to the Town for their approval.

2.3.3 Sanitary Sewage Collection System

For this project and due to the “greenfield” nature of the proposed sanitary sewage system, the term sanitary sewage collection system means sanitary sewage services on private property (laterals, tanks, pumps, etc.), service branches, trunk and local sewers, vacuum lines, forcemains, pumping stations, pipes to the WWTP and any associated collection system appurtenances such as manholes, vacuum stations, low pressure sewer system pump stations, vents, odour control stations, valve stations, etc. for the purposes of conveying sewage.

To evaluate collection system options, the consultant shall complete a 1:2000 topographical survey with 0.5m contour intervals. The area of the survey shall be as shown on Figure 1. In addition, a geotechnical investigation shall be completed. The number and general location of the boreholes (BH) are outlined in Schedule B. The geotechnical investigation report shall include but not be limited to:

- BH logs complete with water levels following completion of the borehole and the water levels taken during one year of monitoring. Minimum number of water level measurements shall be four (4) for each borehole with two (2) measurements taken when water levels are typically at their highest and lowest
- Soil classifications needed for open trench construction
- Recommendations regarding the viability of installation methods required for all of the wastewater collection technologies considered for the project including but not limited to open cut, directional boring, boring and jacking, etc.
- Recommendations for the depth of bury for the wastewater collection system options
- Recommendations for the restoration of road sub-base, base and asphalt
- Recommendations for dewatering
- Recommendations for the disposal of surplus material
- Sodium absorption ratio (SAR) and corrosion potential (moisture, pH, Redox, resistivity, chloride, sulfate and sulphide) tests for one BH on each street

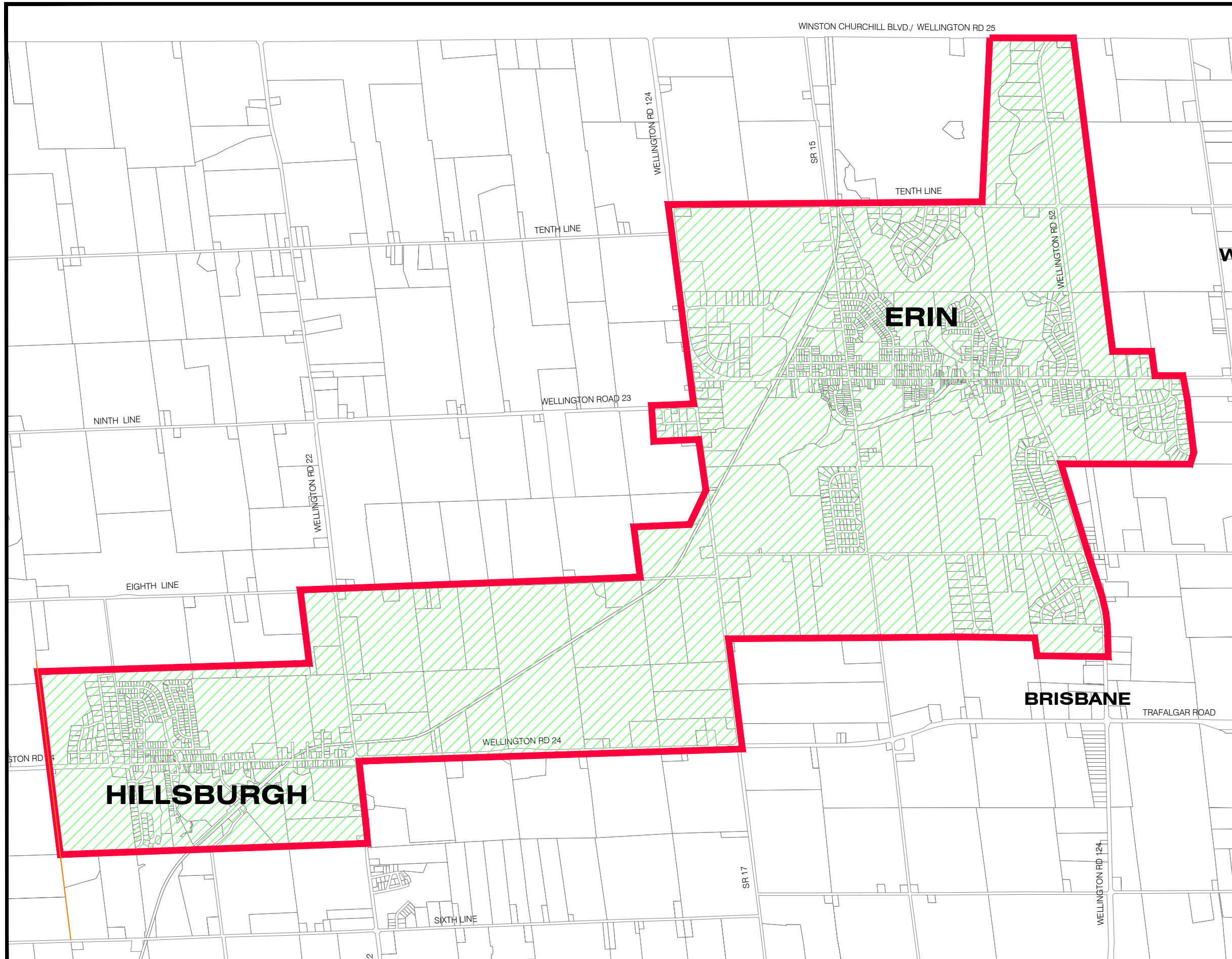
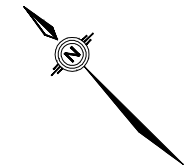
The cost of the topographical survey and geotechnical investigation shall be included in the consultant fee proposal as separate line items. Fees to abandon the boreholes in accordance with Ontario Regulation 903 following the one year of monitoring shall be included in the fee proposal.

Following completion of the topographical survey and the geotechnical investigation, the consultant shall evaluate sanitary sewage collection system options including alternatives to convey sewage to the WWTP. For each option, the consultant shall prepare preliminary plan over profile drawings for each street, easement, etc. where sewer pipes are to be installed. The drawings shall show the location of structures to be serviced with the municipal collection system (homes, businesses, etc.), driveways, the general location of the existing septic or holding tank, existing buried utilities (municipal water, natural gas, cable TV, phone, hydro, etc.) and all proposed future infrastructure on municipal rights-of-way, easements, trails and private properties. The consultant will be required to consult with each home owner to gather all necessary information to adequately assess each


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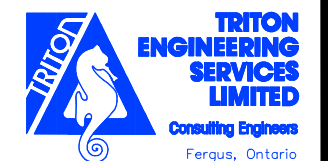


LEGEND

 SURVEY AREA

**FIGURE 1
SURVEY AREA**

SCALE 1:30,000
A4674B



sewage collection system option. During this process, the need for sewage pumping stations, vacuum stations, air/vacuum relief vaults, etc. shall be identified and the consultant shall assist the Town and its agents to secure the required property for the installation of these important components of the alternative collection systems. The development and evaluation of the collection system options shall include an evaluation of the impact that the three future growth scenarios (new growth allocated to Erin Village and Hillsburgh (50%/50% split), 100% of new growth allocated to Erin Village and 100% of new growth allocated to Hillsburgh) will have on the location and sizing of collection system infrastructure.

In addition, the consultant shall assist the Town and its agents with engaging the CVC and its partners in negotiating and securing permission in writing to utilize the Elora-Cataract Trailway for use as a utility corridor between the communities of Hillsburgh and Erin Village. A cost-benefit analysis is to be completed to evaluate the advantages and disadvantages of utilizing the Trailway as a utility corridor versus installation of services between the two communities using Town and County road rights-of-way and private properties. The consultant shall also hold discussions with private property owners and Wellington County regarding the use of private property or County roads for the installation of municipal infrastructure.

The consultant shall complete necessary field studies to inventory existing environmental conditions (fisheries and aquatic resources, terrestrial wildlife and vegetative resources, historical and archaeological resources, species at risk, natural and built heritage features, impacts on private properties, adjacent land use, etc.) for each collection system option. The consultant shall secure permission to enter all private properties from the owners. Collection system alternatives shall be evaluated through an impact matrix that utilizes criteria typical for “greenfield” wastewater collection systems. For each collection system alternative, the evaluation shall also include a technical/engineering assessment and life cycle costing/financial analysis for both capital construction and long term operating conditions. The location of collection system components shall also consider the need to acquire land to maintain appropriate buffer zones between adjacent uses and collection system components (pumping stations, vacuum stations, etc.) in accordance with MOECC design guidelines and good engineering practice to minimize impacts from potential noise and fugitive odours.

2.3.4 Financial Analysis

The consultant shall utilize Watson and Associates (Watson) to complete an economic analysis to determine the impact of the various project options and components on the Town's finances including debt capacity, capital costs to individual home owners that connect to the municipal wastewater system and proposed sewage rates to support the day to day operation and maintenance of the system. The consultant will be responsible for preparing all capital and operating/maintenance cost estimates for life cycle costing including a 20-year net present value assessment and co-ordinating the financial analysis with Watson staff. The consultant shall carry Watson as a sub-consultant and shall include their fees in the project fee estimate.

The financial analysis shall take into consideration available grant and loan funding programs offered by the Provincial and Federal governments and alternative financing and procurement (AFP)/public-private-partnerships (P3) options which may include programs offered by Infrastructure Ontario and P3 Canada. During Phase 4 of the Class EA when the planning process is documented in an Environmental Study Report (ESR), the ESR shall include recommendations and conclusions that allow for both a traditional method of procurement where the Town would hire an engineering design firm to design the wastewater collection and treatment system and tender the project to contractors and a performance based AFP method for the municipal wastewater collection and

treatment system. The performance based AFP shall follow the requirements outlined in correspondence from MOECC to Infrastructure Ontario dated June 19, 2013 which is provided in Appendix C.

2.3.5 Servicing Future Growth

As part of Phase 3 of the Class EA, the consultant shall assist the Town and Wellington County Planning Department with evaluating the advantages and disadvantages of allocating fully serviced future growth under the three growth scenarios outlined in the SSMP:

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

The evaluation completed in the SSMP shall be reviewed and any new issues that arise from this project shall be documented such that a recommendation can be made to the Town regarding the preferred location(s) for future growth on full municipal services.

2.3.6 By-Laws

As part of Phase 3 of the Class EA, the consultant shall assist the Town with drafting by-laws that are needed when municipalities own and operate municipal wastewater collection systems. By-laws include, but are not limited to Connection By-law, Sewer Use By-law, Wastewater Fees and Rates By-Law. Draft by-laws will be part of the public record for the project.

2.4 Public Consultation

This project will have a Core Management Team (CMT) Committee that will include staff from CVC, MOECC, Wellington County Planning Department, Triton Engineering Services Limited and Town staff. The purpose of the CMT will be to provide technical guidance and policy input throughout the duration of the project, provide comments on draft reports prior to release to the public and review the Environmental Study Report (ESR) prior to adoption by the Town. The consultant shall plan, organize and attend CMT meetings at least every three (3) months throughout the duration of the project or as deemed necessary by the project team. The number of meetings will be dictated by the consultant's schedule for the project. CMT meetings will be closed to the public. The consultant shall prepare meeting agendas and minutes for each CMT meeting.

Public consultation will play a key role throughout the duration of the project beginning with the formation of a Public Liaison Committee (PLC) consisting of 10-12 members representing a cross section of the community including representation from local businesses, aggregate industry, development community, Heritage Committee, Economic Development Committee, Environmental Committee, environmental groups and citizens at large. The Town will appoint members to the PLC. PLC meetings will be open to the public but only members of the PLC will be able to participate in the meeting. PLC meetings will not be advertised in the same manner as official Public Meetings required to meet the requirements of the municipal Class EA. The PLC is intended to provide regular communication between the Town, consultant and CMT with the public and as such will be expected to meet on a regular basis. The consultant shall plan, organize and attend PLC meetings at least every three (3) months throughout the duration of the project or as deemed necessary by the project team. The number of meetings will be dictated by the consultant's schedule for the project. The consultant shall prepare meeting agendas and minutes for each PLC meeting.

Public and stakeholder consultation is considered to be vital to the successful completion of this Class EA. The consultant shall ensure that interest groups, the general public and government review agency stakeholders are adequately advised during the planning process. The list of stakeholders shall be compiled by the consultant and shall follow the consultation requirements outlined in the latest version of the municipal Class EA document. A consultation record shall be kept and continuously updated throughout the duration of the project. Stakeholders will receive written notices of all information sessions/public meetings, Notice of Study Commencement and Notice of Completion. The consultant shall facilitate public and stakeholder meetings and workshops, maintain mailing lists, prepare advertisements and respond to questions from all stakeholders. The consultant shall prepare display materials and information packages and provide professional staff to host and facilitate public meetings. The consultant shall provide all pertinent information to the Town for posting on the Town's website so that the public has access to all relevant documents related to the Class EA. The consultant shall prepare a draft consultation plan and submit it as an Appendix with their RFP submission. The plan must outline the personnel involved and the approach to public notifications, meetings and information centres. The main goals and objectives of the consultation plan are to:

- Present clear and concise information to stakeholders at key stages of the study process
- Solicit community and regulatory staff input
- Meet Class EA consultation requirements
- Ensure the general public, Council, stakeholders, government review agencies and special interest groups have an opportunity to participate in the study process
- Ensure that factual information is provided to interested and affected stakeholders as soon as reasonably possible
- Make contact with external agencies to obtain legislative or regulatory approvals or to collect pertinent technical information

Every month, the consultant shall provide the Town with a brief project status report to update Town staff and Council with project progress. As the project progresses, the consultant will be required to organize information sharing and educational Council workshops to explain details of the project. These workshops will be open to the public but the public will not be permitted to participate in the discussions. The consultant shall include six (6) Council workshops in their fee estimate.

Consultation shall follow the requirements of a Schedule C Class EA. To initiate project public consultation, the consultant shall issue a Notice of Project Commencement. The notice shall be advertised in the two (2) local papers (Erin Advocate and Wellington Advertiser) and be circulated to government and public stakeholders.

Following completion of the studies associated with locating the WWTP discharge and updating the ACS, for Phases 1 and 2 of the Class EA, the consultant shall prepare a draft Phase 1 and 2 report for posting on the Town website and organize and attend a Public Information Centre (PIC). The consultant shall prepare the PIC advertisement for the Town. All those on the contact list shall be contacted and provided with correspondence outlining the findings of the review and update. Prior to the PIC, the consultant shall undertake a presentation to Council updating the Town on the work completed in Phases 1 and 2. Following the PIC, the consultant shall finalize the Phase 1 and 2 Report incorporating the comments received through the PIC process from the public and government review agencies. The final Phase 1 and 2 report shall be posted on the Town website.

Toward the end of Phase 3 of the Class EA, the consultant shall prepare a draft Phase 3 report for posting on the Town website and organize and attend a Public Information Centre (PIC). The consultant shall prepare the PIC advertisement for the Town. All those on the contact list shall be

contacted and provided with correspondence outlining the findings of the evaluation and analysis completed during Phase 3. This report will be considered the draft Environmental Study Report (ESR). Prior to the PIC, the consultant shall undertake a presentation to Council updating the Town on the work completed in Phase 3 including a recommended preferred design concept for the municipal wastewater collection and treatment system for both a traditional method of procurement and a performance based AFP method. Following the PIC, the consultant shall submit a brief report on the comments received through the PIC process including all comments received from the public and government review agencies and confirm the selection of the preferred design concept.

Phase 4 of the Class EA is the completion of the ESR and placing of the document on the Public Record for review. The ESR shall summarize the rationale and the planning, design and consultation process undertaken during the project as established through the completion of the previous Class EA phases. The consultant shall prepare the Notice of Completion advertisement for the Town. The consultant shall be responsible for assisting the Town with responding to any and all comments received during the mandatory ESR review period. If Part II Order requests are made, the consultant shall assist the Town with resolving the issues raised in the requests including all necessary correspondence with the involved parties, the Town and its agents and MOECC. The fee proposal includes an allowance to address Part II order requests. Costs for Part II Orders will be paid to the consultant on a time and material basis.

The cost of advertising the Notice of Commencement, PIC's and Notice of Completion shall be paid directly by the Town.

3.0 FIRMS INVITED TO RESPOND, PROPOSAL DUE DATE AND TOWN PROJECT MANAGER

3.1 Invitation

The Town of Erin is inviting the submission of proposals from engineering firms that were short listed through a review of previously submitted Letters of Interest. The firms selected by the Town to submit proposals are as follows:

- Aecom Canada Ltd.
- Ainley Group
- J.L. Richards and Associates Limited
- XCG Consulting Limited

3.2 Proposal Due Date

Sealed proposals are due on or before:

January 21, 2016 at 2:00:59 p.m. local time at:

Triton Engineering Services Limited
14-105 Queen Street, West
Fergus, Ontario
N1M 1S6

Attention: Christine Furlong, P, Eng.
Project Manager

Proposals received after the due date and time will be returned unopened.

Specific RFP submission requirements are as set out in Sections 4, 5, 6 and 8 of this document.

3.3 Town Project Manager/Contact Person

The Town's Project Manager and contact person for this RFP is:

Christine Furlong, P.Eng.
Triton Engineering Services Limited
14-105 Queen Street, West
Fergus, Ontario N1M 1S6
Email: cfurlong@tritoneng.on.ca
P: 519-843-3920
F: 519-843-1943

All clarification requests or inquiries respecting this RFP are to be directed in writing only (email or fax) to the RFP Project Manager. Inquiries and response(s) will be shared via e-mail with all consultants in the form of Addenda to the RFP. It will be the responsibility of the consultants to ensure that they have received all Addenda.

All inquiries must be received by the Project Manager on or before 12:00:59 p.m. (noon) on January 15, 2016. No response will be provided to inquiries received after this date and time.

4.0 TECHNICAL/MANAGERIAL PROPOSAL-ENVELOPE #1

4.1 Understanding the Assignment, Personnel, Organizational Structure and Project Management

4.1.1 Understanding the Assignment

The consultant must provide an overview of their understanding of the scope of services and the project from award of this RFP through to completion of the services.

4.1.2 Key Personnel

All personnel must be thoroughly experienced and qualified in the disciplines required to provide the level of service required for the project.

A listing of the key personnel is to be provided, noting the following information in tabular form: name, title, role, education, professional registration(s), years of experience, brief outline of undertakings relevant to the scope of services required. A separate one paragraph summary for each named key individual is to accompany the listing with a half page summary for the assigned project manager who will be the main liaison with the Town and the EA Co-Ordinator who will co-ordinate all public consultation and ensure that the regulatory requirements of the Environmental Assessment Act are met. The qualifications of these two project staff members are of particular importance to the Town.

If a sub-consultant(s) is to be engaged, the key individual(s) shall also be indicated in the above listing and flagged as a sub-consultant along with a one paragraph summary of their anticipated role and qualifications. Also, the corporate name and address of the sub-consultant shall be provided

along with a description of the role of the sub-consultant. The financial analysis sub-consultant shall be Watson and Associates Economists Limited (Watson) and the hydrogeological consultant shall be Blackport Hydrogeology Inc. (Blackport).

Resumes for all key personnel of both the consultant and any sub-consultant(s) must be provided, and should include a listing of recent technical presentations at conferences and any recent published papers, memberships in associations, positions held in the associations and notation made of any awards received. Resumes are to be included in an identified Appendix. This information is not required for staff from Watson or Blackport.

There shall be no change in the named key personnel or sub-consultants and their key personnel without the prior written approval of the Town.

4.1.3 Project Organizational Diagram and Schedule

The consultant is to include in its proposal a Project Organizational Diagram noting the named key personnel and their respective roles on this assignment. The sub-consultant(s) key personnel and related roles are also to be indicated.

The consultant will also develop and include in its proposal a detailed graphical project schedule for all services and processes required to complete the project. As a minimum, the schedule will illustrate a critical path approach to completion of the project, identifying key tasks, milestones, meetings and anticipated completion dates in sufficient detail to provide a clear illustration of the consultant's understanding of the tasks necessary to carry out the services and illustrate the methodology to be followed. The consultant's points of communications with the Town, review agencies and the public must be shown in the project schedule.

4.2 Local Knowledge and Experience

The consultant's local knowledge and experience within the Town of Erin and the Credit River watershed shall be described in the consultant's proposal.

4.3 Related and Corporate Experience

4.3.1 Related Experience

The consultant must provide its experience directly related to the services in tabular form noting:

- A brief description of services provided
- Project manager and EA Co-Ordinator and other key personnel/sub-consultants

An introductory statement or outline is to accompany the above table. Profiles of the related assignments noted in this table and profiles of other similar assignments undertaken by the consultant are to be included in the proposal. Details of the related project profiles may be included in an Appendix of the RFP. Experience with the completion of Assimilative Capacity Studies and Schedule C Class EA's for new wastewater treatment plants and new sanitary sewage collection systems are of particular importance to the Town.

4.3.2 Corporate or Company Experience

The consultant shall outline its overall corporate experience including years in business, number of years of experience in the municipal, engineering and environmental fields, memberships and corporate mission statement, environmental mission statement and sustainability mission statement. A corporate brochure is to be included as part of the Appendix material in the proposal. A brochure for any sub-consultant engaged shall also be included. References to corporate websites are not desired.

4.4 Deliverables

The following is a list of the service deliverables.

- West Credit River Assimilative Capacity Study Update (10 hard copies and 1 PDF copy via email, CD or Flash Drive)
- 1:2000 Base Mapping (5 hard copies and 5 AutoCAD ready soft copies on CD or Flash Drive) of three (3) WWTP sites, three (3) outfall routes and topographical survey area (Figure1)
- Geotechnical Report (10 hard copies and 1 PDF copy via email, CD or Flash Drive) for three (3) WWTP sites, three (3) outfall routes and topographical survey area (Figure 1)
- Draft By-Laws (10 hard copies of each by-law and 1 WORD copy of each by-law via email, CD or Flash Drive)
- Core Management Team agendas (sufficient hard copies for team members) and minutes (electronic circulation to team members)
- Public Liaison Committee agendas (sufficient hard copies for committee members) and minutes (electronic circulation to committee members)
- Monthly Project Status Reports (electronic copies sent by email)
- Draft Phase 1 and 2 Report (10 hard copies and 1 PDF copy via email, CD or Flash Drive)
- Final Phase 1 and 2 Report (10 hard copies and 1 PDF copy via email, CD or Flash Drive)
- Draft Phase 3 Report/Draft Environmental Study Report (10 hard copies and 1 PDF copy via email, CD or Flash Drive)
- Final Environmental Study Report (10 hard copies and 1 PDF copy via email, CD or Flash Drive)

Other items that the consultant considers to be major deliverables are to be listed in the technical/managerial section of the proposal and their costs accounted for in the financial proposal.

All major deliverables are to be in both hard copy and electronic formats as indicated above.

The cost of all deliverables is to be included in the consultant's financial proposal.

4.5 References

A listing of a minimum of three (3) references that can be contacted are to be provided and must include the following information:

- Contact Name
- Affiliation
- Address
- Telephone Number

- Fax Number
- Email Address
- Brief Project Description of Project Undertaken for Contact

4.6 Potential Project Issues and Comments

The consultant shall include in the proposal a description of potential issues that may arise during the project and provide comments regarding similar experience with previously completed projects along with possible mitigating measures.

In addition, the consultant is invited to offer a commentary on any special attributes, unique aspects or other noteworthy aspects of its proposal. The commentary should be limited to two to three pages.

THE COMPLETED TECHNICAL/MANAGERIAL PROPOSAL, INCLUSIVE OF ALL REQUIRED INFORMATION, WHETHER SET OUT IN THIS SECTION 4 OR ELSEWHERE IN THIS RFP (BUT EXCLUDING SECTION 6 - FINANCIAL PROPOSAL – ENVELOPE #2), IS TO BE PLACED IN A SEPARATE SEALED ENVELOPE.

5.0 RFP TERMS AND CONDITIONS

5.1 Contract

This RFP is not a call for tenders. However, each proposal is expected to contain sufficient detail concerning all terms and conditions of the proposal to permit the drafting of a contract between the successful consultant and the Town.

5.2 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 RFP and subject to the MFIPPA or other applicable legislation, all documents and other records submitted in consultants’ proposals will be considered confidential. MFIPPA can be accessed on the Government of Ontario e-Laws website.

5.3 Confidentiality of Information

Information pertaining to the Town obtained by the consultant as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the Town.

5.4 Limitation of Damages

Each consultant, by submitting a proposal, agrees that:

- a) in the event any or all proposals are rejected, or this RFP is modified, suspended or cancelled for any reason, neither the Town nor any of its employees, advisors 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 proposal, 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 RFP or for any other reason;

5.5 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 RFP process or any or all stages, at any time for any reason;
- b) accept or reject any proposal as determined in the sole and absolute discretion of the Town;
- c) not accept any or all proposals;
- d) reject or disqualify all or any proposal without any obligation, compensation or reimbursement to any consultant, sub-consultant or any of their team members;
- e) accept one or more proposals and negotiate with one or more consultant to achieve the best terms possible for the Town with the result that only one consultant shall be engaged;
- f) re-advertise for new proposals, or enter into negotiations for work of a similar nature;
- g) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all consultants;
- h) cancel the RFP at any time without entering into any contract.

In selecting the preferred consultant or in rejecting any or all of the proposals 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 RFP 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 proposals, 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.

5.6 Ownership of Proposals

All documents, including proposals submitted to the Town, becomes the property of the Town. The documents will be received and held in confidence, subject to the provisions of this RFP and MFIPPA.

5.7 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 cooperate and extend all reasonable accommodation to this endeavour.

The Town expects to only disclose the following information: this RFP document, the names of the consultants who submit proposals in response to the RFP and the total fee estimate of the successful consultant.

To ensure that all public information generated about this RFP process is fair and accurate and will not inadvertently or otherwise influence the outcome of this RFP, 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.

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

5.8 No Obligation to Accept

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

5.9 No Unauthorized Communication

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

Consultants will not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of this RFP. 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 proposal by that consultant without further consideration, and either terminate that consultant's right to continue participating in the RFP, or impose such conditions on that consultants continued participation as the Town, at its sole discretion, may consider in the public interest or otherwise appropriate.

5.10 No Collusion

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

5.11 Cost of Preparing Proposals

Each consultant is solely responsible for any and all costs it incurs in preparing its proposal in response to this RFP, 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 RFP.

5.12 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 RFP 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 RFP's must include an affidavit confirming that the firms which are included in the RFP (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 RFP's must include an affidavit confirming that the firms which are included in the RFP (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.

5.13 Consultant's Declaration

A completed and signed copy of the Consultant's Declaration as provided in Appendix D is to be submitted with the proposal as an Appendix to the RFP submission.

5.14 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. Certificates of insurance shall be provided in an Appendix of the RFP submission.

The successful consultant must, at the time of entering into a contract with the Town, 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.

5.15 Validity

The proposal submitted must state that it shall remain valid and irrevocable for ninety (90) days from the RFP closing date. Include a validity statement with the Consultant's Declaration provided in Appendix D as an Appendix in the RFP submission.

5.16 Consultant Interviews

Consultants responding to the RFP may be required to attend an interview with the Town. The interview, if required, will be undertaken by a Committee comprised of Town staff and Triton Engineering Services Limited.

The interview process, if required, will entail a forty (40) 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.

5.17 Engineering Services Agreement

The award of this RFP to the successful consultant shall be conditional upon the successful negotiation and execution of an Agreement between the Town and the successful consultant. It is anticipated at this time that the agreement for professional services will generally follow the format of the MEA/CEO "*Agreement for Municipal Works*", a sample copy of which is attached as Appendix E. However, it is also anticipated that in the course of negotiations between the Town and the successful consultant, changes, deletions or additional clauses, as deemed appropriate by the Town, may be required.

The successful consultant's proposal and any Addenda issued by the Town shall be part of the Agreement and be contained in an Appendix to the Agreement.

5.18 Available Information

The SSMP and its Appendices are available on the Town of Erin website at <http://www.erin.ca/town-hall/public-notices>.

The Town Official Plan and its maps are also available on the website at: <http://www.erin.ca/file.ashx?id=53624332-4f09-45be-9d0b-a9298cc446d7> and <http://www.erin.ca/town-hall/planning-department> respectively.

5.19 Selection Process Schedule

The following is the proposed schedule for the selection process:

Issue Request for Proposals	December 18, 2015
Last Date for Inquiries	January 15, 2016
Closing Date and Time for Receipt of Proposals	January 21, 2016
Interviews (if required)	February 1 to 12, 2016
Council Decision Council Meeting	February 16, March 1 or March 8, 2016 or Special Council Meeting
Notification to Successful Consultant	Within 7 calendar days of Council decision

5.20 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.

6.0 FINANCIAL PROPOSAL - ENVELOPE #2

6.1 Services – Engineering Fees

6.1.1 Engineering Fees (Upset Limit)

Fees for the services (including those for any sub-consultants) are to be on a time basis to an upset limit. The fees are to be computed on hourly billing rates.

Fees are to exclude HST.

6.2 Services – Reimbursable Expenses

6.2.1 Standard Expenses (Upset Limit)

Standard reimbursable expenses are in addition to fees for the services and, to an upset limit, include but are not limited to: vehicular mileage, traveling and living expenses, long distance telephone and fax charges, printing and reproductions, progress photographs and courier charges. The consultant is required to carry a dollar upset limit figure, which is not to be exceeded without the prior express written authorization of the Town, in the consultant's financial proposal for all reimbursable expenses. This total amount, to the upset limit, must be set out in the financial proposal Table F-1 located in Appendix F.

All costs associated with any required newspaper advertising, property appraisal costs and legal property surveys will be paid directly by the Town.

6.2.2 Additional Expenses (Upset Limit)

All costs associated with any investigations or reviews deemed necessary by the consultant (i.e. benthic invertebrate studies, etc.) are to be included as an expense in the consultant's financial proposal. This total amount, to the upset limit, must be set out in the Financial Proposal Table F-1 located in Appendix F.

6.3 Financial Proposal Table F-1, Appendix F.

The upset limit for each line item of fees set out in the Financial Proposal Table F-1 Appendix F is not to be exceeded without the prior express written authorization of the Town.

The summary of upset limits must be accurately recorded in the Financial Proposal Table F-1 Appendix F.

THE COMPLETED FINANCIAL PROPOSAL TABLE F-1, APPENDIX F, IS TO BE PLACED IN A SEPARATE ENVELOPE CLEARLY MARKED "FINANCIAL PROPOSAL, ENVELOPE #2" AND IN ACCORDANCE WITH SECTION 8.4 BELOW

7.0 PROPOSAL EVALUATION PROCESS AND CRITERIA

7.1 General

The proposals will be reviewed and evaluated by a committee comprised of the CAO, one member of Council, Wellington County Planning, Credit Valley Conservation and Triton Engineering Services Limited.

At the discretion of the Town, the Town may request clarification of a consultant's proposal at any time during the evaluation process. Seeking clarification of any aspect(s) of the consultant's proposal during the evaluation process shall not be construed in any way as acceptance of the consultant's proposal.

As set out in more detail in Section 8.0 below, a "two envelope" evaluation process will be used for this RFP. The technical/managerial proposal and the financial proposal must be contained in separate envelopes. The technical managerial proposal will be contained in the first envelope and will be opened and evaluated prior to opening the second envelope containing the financial proposal. For the financial proposal envelope to be opened, a technical/managerial score of 1040 points or more must be achieved.

Each proposal will be evaluated on the basis of a maximum weighted score of 1600 points, being the highest achievable score, with a maximum weighted score of 1300 points for the technical/managerial component of the proposal and a maximum weighted score of 300 points for the financial component of the proposal, to be added together to determine a proposal's combined score.

7.2 Criteria: Technical/Managerial Weighting

The technical/managerial component of each proposal will be evaluated based on a maximum weighted score of 1300 points, based on the following criteria:

TECHNICAL/MANAGERIAL EVALUATION CRITERIA	Weight	Points	Maximum Total Points
<u>Project Understanding</u> Understanding of project background, work completed to date in the SSMP and existing project constraints	15	____/10	150
<u>Project Manager, EA Co-Ordinator and Project Team Organization and Experience</u> Past experience of Project Manager in directing/involvement with similar projects	10	____/10	100
Past experience of EA Co-Ordinator with developing consultation plans, engaging the public and regulatory agencies and organizing public information centres/meetings for similar projects	10	____/10	100
Experience of other key in-house staff and sub-consultants including but not limited to: assimilative capacity studies, environmental inventories of existing conditions, option impact evaluations, WWTP design, alternative collection system evaluation and design, etc.	10	____/10	100
Organizational Chart	5	____/10	50
<u>Related Corporate Experience and References</u> Past experience with similar projects	10	____/10	100
Ability to complete projects within timelines and budgets	10	____/10	50
<u>Local Knowledge and Experience</u> Demonstrated knowledge of existing infrastructure and project related studies	5	____/10	50
Experience within the Town of Erin and Credit River Watershed	10	____/10	100
<u>Project Methodology/Work Plan and Schedule</u> Description of work plan and sequence of tasks	10	____/10	100
Project schedule	10	____/10	100
Creativity and innovation demonstrating how the firm will assist the Town in achieving efficiency, and the most effective utilization of the Town's and the firm's resources.	10	____/10	100
<u>Potential Project Issues and Comments</u> Identification of potential project issues and mitigating measures	15	____/10	150
TOTAL POINTS	130		1300

* If one or more firms are deemed equal in a particular item, each will receive the same points for that item. Each item is scored at a maximum of 10 points.

7.3 Criteria: Financial Weighting

The financial component of the proposal will be evaluated based on a total of 300 points of the total weighting. The proposal with the lowest fee will receive the maximum of 300 points with the remaining proposals receiving a proportionately lesser score depending on their fee in relation to the lowest fee proposal. For example:

- Fee point score = (lowest consultant fee/consultant fee) x 300

7.4 Highest Ranked Proposal

Notwithstanding the ranking any proposal may receive, the Town reserves the right to accept or reject any or all proposals, at its sole discretion, and to award the RFP to a proposal that is not the highest ranked proposal. The Consultant accepts that fundamental to this RFP process is the selection of a proposal that, at the sole discretion of the Town, most effectively meets the requirements of the Town.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

8.1 Submission Format

A proposal must consist of two (2) separate, sealed envelopes, contained together in one sealed package, in the format set out below.

8.2 Addenda to the RFP

In order to receive a response, all requests for clarification(s) must be received by the Town Project Manager by 12:00:59 p.m. (noon) local time on January 15, 2016; as previously noted no response will be provided to inquiries received after this date and time.

Any Addenda issued by the Town are to be enclosed with the technical/managerial proposal submission.

8.3 Sealed Envelope No. 1 - Identified as "Technical/Managerial Proposal Envelope #1" (including the Consultant's Name and also titled, "Town of Erin – Urban Centre Wastewater Servicing Class Environmental Assessment")

The managerial/technical proposal is to be bound in a 3 ring binder or Cerlox binding and structured according to the headings noted below:

Cover
Covering Letter
Signed Addenda, if any issued by the Town
Table of Contents

The following individual sections are to be separated by a divider sheet and tabbed accordingly:

1. Project Understanding
2. Project Manager, EA Co-Ordinator and Project Team Organization and Experience
3. Related Corporate Experience
4. References
5. Local Knowledge and Experience
6. Project Methodology/Work Plan and Schedule
7. Potential Project Issues and Comments

The text for each new individual section is to commence on a new page.

The proposal text is to be submitted using Microsoft Word, font Arial 11, with 1" left border and 1" right border. Each page of the proposal is to have a "header and footer" of the Consultant's choice with all pages numbered in continuous sequence with the "Table of Contents" as page 1 and

finishing with the last text page of the technical/managerial proposal prior to the Appendices. There is no limit on the number of pages but every effort should be made to keep the number of pages to a reasonable number.

The text for each section from Section 1 onward shall be printed as two sided on 8½” x 11” paper. Tables such as time/task matrices and figures such as organizational charts, project schedules, etc. may be submitted on 11” x 17” paper.

The technical/managerial proposal is to be placed in a separate sealed envelope and identified as noted above with the consultant’s name clearly evident and addressed to Triton Engineering Services Limited, Attn: Christine Furlong, P.Eng., Project Manager at the address noted in Section 8.6 below.

8.4 Sealed Envelope No. 2 - Identified as “Financial Proposal Envelope #2” (including the Consultant’s Name and also titled, “Town of Erin – Urban Centre Wastewater Servicing Class Environmental Assessment”)

The financial proposal, Table F-1 Appendix F, is to be placed in a separate sealed envelope and identified as noted immediately above, with the Consultant’s name clearly evident and addressed to Triton Engineering Services Limited, Attn: Christine Furlong, P.Eng., Project Manager at the address noted in Section 8.6 below.

8.5 Number of Copies of Proposal to Submit

Eight (8) hard copies of the complete proposal are to be submitted.

8.6 Delivery

Proposals must be received on or before:

January 21, 2016 at 2:00:59 p.m. local time

at

Triton Engineering Services Limited or Town of Erin
14 – 105 Queen Street, West
Fergus, Ontario
N1M 1S6
(519) 843-3920

Attention: Christine Furlong, P.Eng.

The front of the package containing Envelope 1 and Envelope 2 shall be sealed and marked:

TOWN OF ERIN – URBAN CENTRE WASTEWATER SERVICING CLASS ENVIRONMENTAL ASSESSMENT and addressed as set out immediately above and displaying the name and address of the Consultant.

E-mail or fax submissions will not be accepted.

APPENDIX A

***MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE
ASSIMILATIVE CAPACITY STUDY COMMENTS***



October 21, 2015

Ms C. Furlong P.Eng
Triton Engineering Services Ltd.
105 Queen Street West, Unit 14
Fergus, ON
N1M 1S6

Dear Ms Furlong:

Re: Update of Assimilative Capacity Study for Erin Wastewater Servicing

As per your request for direction as to the nature of further work that would be required in order to support a wastewater treatment facility for the Town of Erin, please consider the following.

It has been the ministry's understanding that the assimilative capacity study (ACS) conducted as part of the Servicing and Settlement Master Plan (SSMP) was intended to be preliminary in its scope in order to determine the viability of a centralized wastewater treatment facility with a surface water discharge to the West Credit River. The completed study did demonstrate this and supported the further consideration of a wastewater treatment facility through a Schedule "C" environmental assessment study.

As the Town has indicated its intent to proceed, as part of the Schedule "C" study the assimilative capacity study should be revisited in order to both confirm the earlier findings and to address issues that were identified in the initial review done under the SSMP where we concluded that there were no gross deficiencies or errors. It was generally well-done given that its objective was to determine whether a sewage discharge to the West Credit could be shown to meet all relevant parameters, and to look at the feasibility of three servicing scenarios based on population.

When BMRoss provided the initial ACS for our review, our comments were as follows:

- The average water use value used in the final report is 345 L/cap/day compared to 350 L/cap/day in the draft report. The difference results from using a lower serviced population (equivalent population) value, but it is unclear why this number was changed. In the draft report the value was calculated to be 341 L/cap/day but was rounded to 350 L/cap/day.
- The CCME guideline for nitrate-nitrogen is 3.0 mg/L, while the report used the older guideline of 2.93 mg/L. The difference is negligible, but the report should reflect the current guideline.
- The report acknowledges that the mixing zone analysis is incomplete and future work will need to incorporate potential dissolved oxygen and temperature changes when the details are finalized. Additional detail will need to be provided for the hydrodynamic mixing model in terms of which model was used, input parameters, etc. Also, the worst-case scenario

should be used in terms of streamflow, which would appear to be September, not July. Lastly, only the longitudinal component of the mixing zone analysis was evaluated and the extent of the zone across the stream must also be considered to ensure the zone of avoidance does not extend completely across the river.

We would expect that moving forward, the consultant would be (1) updating the original ACS taking into account the additional stream flow information that has been recorded since the last ACS was completed; and (2) ensuring that our mixing zone analysis issues were satisfactorily addressed.

Also, as general points relevant to any assimilative capacity assessment, the following are considered as resources to be followed:

- “Deriving Receiving-Water Based, Point-Source Effluent Requirements for Ontario Waters” (July 1994). Data to be provided is based on 7Q20 (lowest 1 week of flow over 20 year window). This can be derived from either modelling and/or monitoring data over at least 20 years.
- Guideline F-5 series “Levels of Treatment for Municipal and Private Sewage Treatment Works Discharging to Surface Waters” (1994). This is to help them meet the “BATEA” test (“best available technology economically achievable”) that the review engineers in EAB will look for in the ECA application when reviewing the proposed effluent parameter limits.

Links for resources are here:

<http://www.applications.ene.gov.on.ca/environment/en/resources/results/listing.html>

The SSMP also showed available assimilative capacity during the spring and fall of the year. Effluent storage and a time controlled discharge could be considered as a method of increasing the population serviced and could be part of the assessment of alternatives.

We trust that this will assist.



EA/Planning Coordinator

cc. Manpreet Dhesi, GDO (via email only)

APPENDIX B

***GEOTECHNICAL INVESTIGATION
BOREHOLE LOCATIONS***

Appendix B

All boreholes shall be a minimum of 5.0 m deep. All boreholes shall remain open for a period of one year and shall be abandoned in accordance with Regulation 903 following the one year. Water levels in each borehole shall be measured and recorded 4 times during the year with one measurement when groundwater levels are typically at their highest and again when levels are typically at their lowest. Exact locations to be confirmed during project.

Street Name	End Points	Approximate Road Length	Number of Boreholes Required	Comments
Erin Village				
Main Street/Ninth Line	County Road 52 to Erin Park Drive	3550 m	4	One BH required at the crossing at the West Credit River Bridge
Dundas Street East	Main Street to Erinlea Cres.	630 m	1	
Dundas Street West	Main Street to 8 th Line	1440 m	2	One BH on the east side of the river near the river and one BH on the west side of the river
Highway 124 West	Main Street to Patrick Drive	1750 m	2	
Mountainview Drive	Dianne Road to Armstrong Street	420 m	1	
Leenders Lane	Mountainview Drive to Cul-de-Sac	450 m	1	
McCullough Drive	Main Street to County Road 52	620 m	1	
Water Street/Waterford Drive	Main Street to Millwood Road	1100 m	1	
Millwood Road	Main Street to Waterford Drive	405 m	1	One BH near bridge
Scotch Street	Main Street to Dead End	800 m	1	
Daniel Street	Ross Street to Dead End	1420 m	2	
Church Boulevard	Main Street to Dead End	420 m	1	One BH closest to the lake
William Street	Main Street to Dead End	240 m	1	
Charles Street	Main Street to Dead End	370 m	1	
Carberry Street	Dundas Street to Dead End	310 m	1	
Pine Street	Main Street to Dead End	340 m	1	
Overland Drive	Main Street to Dead End	880 m	2	

**TOWN OF ERIN – REQUEST FOR PROPOSALS
URBAN CENTRE WASTEWATER SERVICING
CLASS ENVIRONMENTAL ASSESSMENT**

Street Name	End Points	Approximate Road Length	Number of Boreholes Required	Comments
2 nd Avenue	Overland Driver to Dead End	160 m	1	
Sideroad 17	Shamrock Road to Rail Trail	1010 m	2	
Erin Heights Drive	Dundas Street to 8 th Line	810 m	2	One BH at 8 th Line
Del-Erin Crescent	Erin Heights Drive	450 m	1	
William Rex Crescent	Erin Heights Drive	450 m	1	
Elora Cataract Rail Trail	Main Street Erin Village to County Road 22	4720 m	5	
Hillsburgh				
Main Street	County Road 22 to Howe Street	2210 m	4	One BH at river crossing
Mill Street	Main Street to Orangeville Road	900 m	2	
Church Street	Main Street to Mill Street	520 m	1	
George Street	Main Street to Dead End	400 m	1	
Spruce Street	Queen Street to Dead End	550 m	2	One BH at river crossing
Douglas Crescent		1110 m	2	
Ellen Crescent	Church Street to Church Street	530 m	1	
Orangeville Road	Barker Street to Barbour Drive	520 m	1	
Hill Street	Howe Street to Barbour Drive	230 m	1	
Barbour Drive	Orangeville Road to Dead End	770 m	1	

APPENDIX C

***PERFROMANCE BASED
CLASS ENVIRONMENTAL ASSESSMENT
MOECC CORRESPONDENCE***

**Ministry of
the Environment**

Environmental Approvals
Access and Service
Integration Branch

2 St. Clair Avenue West
Floor 12A
Toronto ON M4V 1L5
Tel.: 416 314-8001
Fax: 416 314-8452

**Ministère de
l'Environnement**

Direction de l'accès aux
autorisations environnementales
et de l'intégration des services

2, avenue St. Clair Ouest
Étage 12A
Toronto ON M4V 1L5
Tél : 416 314-8001
Télééc. : 416 314-8452



June 19, 2013

Steve Rohacek
Senior Vice President, Municipal Business Development
and Lending
Infrastructure Ontario
777 Bay Street, 9th Floor
Toronto ON M5G 2C8

Dear Mr. Rohacek:

I am writing this letter to you to expand upon recent discussions between Infrastructure Ontario (IO) and the Ministry of the Environment (ministry) concerning a proposed approach for aligning project implementation activities with an environmental assessment (EA) process approved under Ontario's *Environmental Assessment Act*.

In 2012, IO and the ministry held several discussions about the means by which IO's project delivery mechanism known as Alternative Financing and Procurement (AFP) could better align with the class EA process of the Municipal Engineer's Association *Municipal Class Environmental Assessment (MCEA)*.

During our discussions, you reported to the ministry that some municipalities find the outcome of MCEA processes to be design and technology focussed and that this focus limits IO's ability to work with a municipality to implement projects using the AFP delivery mechanism. A performance-based outcome as opposed to a detailed physical description of the preferred design, the latter being the business-as-usual approach by municipalities using the MEA class EA, was identified as best suited to the AFP process.

In 2012, my branch, the Environmental Approvals Access and Service Integration Branch (EAASIB), reviewed your request and determined that an MCEA outcome that includes performance specifications in addition to some physical description of the proposed solution is a viable approach to concluding the MCEA process for Schedule C water and waste water projects. By way of example, the environmental assessment for a Schedule C waste water project could result in a description of the major components of the preferred design in some detail, e.g., primary, secondary and tertiary treatment but also describing how these components will meet a series of performance outcomes. Performance outcomes could include effluent objectives, flow rates, contaminant removal, method of disinfection and other criteria so that environmental effects of the preferred design can be determined and any negative environmental effects mitigated. The outcome of the MCEA needs to be described in a meaningful and comprehensible fashion so that members of the public and review agencies can

clearly understand the proposed solution to the problem.

The ministry's objective with this direction is to ensure that proponents describe solutions in the ESRs that provide the public with the tangible benefits of the project expressed as environmental outcomes.

If a proponent decides to conclude their MCEA study by combining some physical description of the proposed solution with additional description of intended performance outcomes as described above, all other aspects of the MCEA process will remain the same. For example, the proponent is required to evaluate the extent that the alternative designs address the problem and to document the evaluation and decision making process used to select the preferred design in the project's Environmental Study Report.

At the completion of the Environmental Study process the proponent will publish a Notice of Completion. The Notice must include a statement notifying the public of its right to request the minister to issue a Part II Order within the 30-day review period. Once the minister has made a decision on Part II Order request(s), if any are received on a specific project, the proponent may proceed to implementation. Project implementation may include activities like detailed design and obtaining other approvals as necessary. As the tendering of contracts and request for proposal activities indicate the commencement of construction, proponents are advised not to enter in to these activities until all MCEA study and process steps have concluded, as described above.

I trust this letter will provide IO with the necessary direction to advance your organization's decision-making related to the delivery of water and water projects in Ontario.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Doris Dumais". The signature is stylized with large loops and a long horizontal stroke at the end.

Doris Dumais
Director
Environmental Approvals Access and Service Integration Branch

cc: V. Ronaldi

attachment

Conditions in Support of Arrangement to Align AFP and MCEA Processes

- 1) The arrangement discussed in this letter is valid until March 31, 2016 at which time the ministry will review the implementation of the arrangement. The ministry and Infrastructure Ontario may engage in discussions at the time for the continuation of the arrangement.
- 2) The ministry requests that Infrastructure Ontario submit to the ministry the names of the candidate projects going forward on the basis of Infrastructure Ontario's Alternative Financing and Procurement model.
- 3) The ministry reserves the right to post notice on the Environmental Registry for the Environmental Compliance Approvals associated with projects proceeding on under the Alternative Financing and Procurement model, if required in order to meet public consultation objectives.
- 4) The arrangement may continue to apply to specific projects after March 31, 2016, provided that Infrastructure Ontario can demonstrate to the ministry some indication that an agreement was made with the proponent of each specific project to work under this arrangement in advance of March 31, 2016.

APPENDIX D

CONSULTANT'S DECLARATION

CONSULTANT'S DECLARATION

To: TOWN OF ERIN

I/We

(Name)

(Title/Position)

of

(Name of Firm)

1. DECLARE that no person, firm or corporation other than the one whose signatures, or the signature of whose proper officers, appear below has any interest in this Proposal or in the Services proposed to be undertaken.
2. FURTHER DECLARE that this Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.
3. FURTHER DECLARE that no Town of Erin employee or Member of Council is, or will become interested directly or indirectly as a contracting party or otherwise, in the performance of the Services or be entitled to any portion of the profits to be derived therefrom.
4. FURTHER DECLARE that the all matters stated in this Proposal are in all respects true.
5. FURTHER DECLARE that I/We have examined and reviewed the RFP in its entirety, including all Addenda issued by the Town relating thereto, and hereby propose and offer to enter into a contract to provide all of the Services required under the RFP and to accept in full payment therefor, the sums stated in the Financial Proposal (Table F-1).

6. FURTHER DECLARE that I/we (including Sub-Consultant(s) retained for this assignment), do not have an existing or pending legal action against the Town.

7. AGREE that this Proposal shall remain valid and irrevocable for ninety (90) days from the Proposal closing date.

Signature of Witness

Signature of Authorized Officer

I have authority to bind the firm/corporation

Name of Witness (print)

Name of Authorized Officer (print)

DATED at _____, this _____ day of _____, 2016.

APPENDIX E

***M.E.A. / C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR MUNICIPAL WORKS (2006)***

**M.E.A./C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR
MUNICIPAL WORKS
2006**

AGREEMENT CONTENTS

Page

Contents of MEA/CEO Consultants Agreement

Form of Agreement

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the _____ day of

A. D. 20__

-BETWEEN-

THE CORPORATION OF

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2. ____.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$_____ per occurrence and in the aggregate for general liability and \$_____ for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$_____ per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

ARTICLE 2 - SERVICES

2.01 Services to be provided by Consultant

2.02 Services to be provided by Client

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment (STRIKE OUT INAPPLICABLE PARAGRAPHS)

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Consultant fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE
_____	_____
_____	_____
_____	_____

3.2.2 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification: Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

- (a) Fees for the scope of work covered under this Agreement will be on a Lump-Sum Fee Basis, inclusive for labour and reimbursable expenses.
- (b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of ___% per annum. The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.
- (d) GST will be added to the Lump-Sum Fee.

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

- 3.2.4.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$_____ per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.

3.2.4.2 Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of \$____ per labour hour expended. The assessment shall include in-house costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of ____ percent (____ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced. Interest at the annual rate of ____ percent (____ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultants' invoice.

(b) On Award of Contract

Following the award of the contract for the construction of the Project, the Consultant shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment made to the Consultant.

(c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within ____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the ____ months will be undertaken on a time basis.

(d) On Completion of the Work

Following Completion of the Work, the Consultant shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment to the Consultant.

3.3.3 Lump Sum Fee/Negotiated Fee

(a) Compensation

The Client will compensate the Consultant in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of __% per annum.

SIGNED, SEALED AND DELIVERED

in the presence of:) _____
) _____
) _____
) _____
) _____
) _____
) _____

CONSULTANT

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement

(Signature)

(Name)

(Title)

THE CORPORATION OF

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR/CHAIRMAN/REEVE/WARDEN

CLERK

APPENDIX F

FINANCIAL PROPOSAL

TABLE F-1



**TOWN OF ERIN
URBAN CENTRE WASTEWATER SERVICING
CLASS ENVIRONMENTAL ASSESSMENT
REQUEST FOR PROPOSAL**

FINANCIAL PROPOSAL – TABLE F-1

(To be placed in a separate, sealed envelope – Envelope No. 2 duly marked and including the Firm's name and also titled, Town of Erin – Urban Centre Wastewater Servicing Class Environmental Assessment)

Name of Firm: _____

Address: _____

We, the above Firm, hereby submit the following Financial Proposal to the Town of Erin relating to the Technical/ Managerial Proposal of the RFP dated _____, **2016** and in doing so acknowledge receipt and have taken into account addendums number _____ to _____ inclusive:

ITEM	DESCRIPTION	UPSET LIMIT FEES (excluding HST)
A.	ENGINEERING FEES: UPSET LIMITS	
A.1	Class Environmental Assessment Phases 1 and 2	\$
A.2a	Class Environmental Assessment Phases 3 and 4	\$
A.2b	1:2000 Topographical Survey with 0.5 m Contours for Wastewater Treatment Plant Sites, Outfall Locations and Sanitary Sewage Collection System	\$
A.2c	Geotechnical Investigation for Wastewater Treatment Plant Sites and Outfall Locations	\$
A.2d	Geotechnical Investigation for Sanitary Sewage Collection System Locations	\$
	UPSET LIMIT: TOTAL ENGINEERING FEES – PART A	\$

ITEM	DESCRIPTION	UPSET LIMIT FEES (excluding HST)
B.	STANDARD REIMBURSABLE EXPENSES: UPSET LIMITS	
B.1	Class Environmental Assessment Phases 1 and 2	\$
B.2	Class Environmental Assessment Phases 3 and 4	\$
	UPSET LIMIT: TOTAL STANDARD REIMBURSABLE EXPENSES – PART B	\$

ITEM	DESCRIPTION	UPSET LIMIT FEES (excluding HST)
C.	ADDITIONAL EXPENSES: UPSET LIMITS	
	Upset limit costs associated with additional investigations/reviews (i.e., benthic invertebrate studies as deemed necessary by the Consultant - attach list)	
C.1	Class Environmental Assessment Phases 1 and 2	\$
C.2	Class Environmental Assessment Phases 3 and 4	\$
	UPSET LIMIT: TOTAL ADDITIONAL EXPENSES – PART C	\$

ITEM	DESCRIPTION	UPSET LIMIT FEES (excluding HST)
D.	SUMMARY OF UPSET LIMITS	
Part A	Upset Limit Total Engineering Fees	\$
Part B	Upset Limit Total Standard Reimbursable Expenses	\$
Part C	Upset Limit Total Additional Expenses	\$
	Allowance For Part II Order Requests	\$ 20,000.00
	UPSET LIMIT: TOTAL FINANCIAL PROPOSAL	\$

It is acknowledged that the above upset limit fees will not be exceeded without the express written authorization of the Township. The validity period for this fee proposal is 90 days from the date of submission.

Authorized Signature: _____ Type/Print Name: _____

Position: _____ Date: _____