

**Town of South Bruce Peninsula**

**RFP 19-35**

**Amabel Water System Master Servicing Study**

**Issued: November 22, 2019**

## Section 1 – General Conditions

### 1.1 Instructions

#### Description of Undertaking

The Town of South Bruce Peninsula (Town) wishes to engage the services of a consulting engineering firm (Consultant) to complete a Water Servicing Master Plan for the lands previously within the Township of Amabel, particularly within and around the Sauble Beach settlement area.

The proposal must be completed and signed where applicable. The Town is using the “two (2)-envelope” system for receiving proposals. The technical and pricing portions of the Proposal shall be submitted in separate, sealed envelopes. Each envelope shall have the appropriate submission label attached to it. Proposal submission instructions are detailed in Section 4 of this RFP.

It is the Proponent’s responsibility to ensure the submission is complete.

Please submit the complete proposal, including the attached forms, in sealed envelopes with the address label sheets provided by the Town, firmly affixed to the outside of the envelopes, quoting the above project number and closing date and forward before:

**December 20, 2019 at 3:00 pm Local Time to:**

Lara Widdifield, C.E.T.  
Director of Public Works  
Town of South Bruce Peninsula  
315 George St, PO Box 310  
Warton, ON N0H 2T0

All interested parties shall contact Karen Cameron, Public Works Office Coordinator, in writing at [karen.cameron@southbrucepeninsula.com](mailto:karen.cameron@southbrucepeninsula.com) to register as a plan taker. All addenda, amendments or further information will be provided to the registered plan takers.

### 1.2 Definitions

**Agreement:** Refers to the agreement that will be entered into with the Consultant.  
**Council:** Refers to the Council of the Town of South Bruce Peninsula.

**Consultant:** Refers to the Proponent selected to undertake the work covered by this RFP, if any.

**Town/Corporation:** Refers to the Corporation of the Town of South Bruce Peninsula.

**Proponent:** Refers to any eligible entity submitting a Proposal.

**Project:** Refers to the development of an Amabel Water System Master Servicing Study.

**Proposal:** Refers to the proposals that are submitted in response to this RFP by the Proponents and after the Project has been awarded, to the Proposal submitted by the Consultant.

### **1.3 Accessibility**

As of January 1, 2012, in accordance with Ontario Regulation 429-07, proponents must meet the requirements of the Customer Service Standard of the *Accessibility for Ontarians with Disabilities Act, 2005*.

### **1.4 Late Submissions**

Proposals received after the official closing time will not be considered during the selection process and will be returned, unopened, to the respective Proponent.

### **1.5 Inquiries**

Inquiries concerning the RFP process, its requirements and the results are to be directed to:

**Lara Widdifield, C.E.T.**  
**Director of Public Works**  
**E-mail: [lara.widdifield@southbrucepeninsula.com](mailto:lara.widdifield@southbrucepeninsula.com)**

It is preferred that Proponents submit their questions by e-mail. Questions of clarification will be answered individually. The response(s) to any question(s) that, in the Town's opinion, modifies the scope, or requires clarification, of the RFP will be circulated in writing as an Addendum to all registered document takers who have received the RFP document from the Corporation.

It is the Town's position that the scope of work for this Project has been set out in sufficient detail in this RFP that it will not be disclosing the budget it has allocated for the Project prior to the proposals being received.

Inquiries must be received no later than 3:00 PM, December 6, 2019; otherwise, a response may not be provided.

### **1.6 Examination of Proposal Documents**

Each Proponent must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after Proposals are submitted, if there

is a misunderstanding with respect to the minimum requirements indicated in this RFP. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

### **1.7 Completion of the Proposal**

All entries shall be clear, legible and made in a non-erasable medium. Alterations may be made provided they are legible and initialed by the Proponent's signing officer.

### **1.8 Addenda**

If deemed necessary by the Town, addenda will be distributed to all registered document takers of this RFP. Addenda will be distributed using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Corporation of any changes to their email or mailing address. It is also the Proponent's responsibility to ensure all addenda have been received.

### **1.9 Acceptance or Rejection of Proposal**

The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Town may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the foregoing, the Town shall not be required to accept and award a Proposal, or issue a modified RFP at a later date.

The RFP process set out in this document is in accordance with the Town of South Bruce Peninsula Purchasing Policy. The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Town of any Proposal or by reason of any delay in the acceptance of a Proposal, except as provided in the RFP document.

### **1.10 Proposal Award Procedures**

Proposals will be evaluated by an internal committee subsequent to the closing date and time.

It is the intent of the Town to review and award a contract for the Project by January 21, 2020. A detailed schedule for completion of the Project is in Section 2 of this RFP, but generally the Consultant is expected to have the work 90% completed by July 31, 2020, with the objective of providing a presentation to Council at the second Council meeting in August. The Town will make every effort to complete the review and award process in a timely manner, but reserves the right to modify any or all dates at its sole discretion.

Notice of acceptance of a Proposal, and award of a contract for the Project, will be by telephone and/or by written notice. Thereafter, an agreement will be entered into with the Consultant, as detailed below.

Proponents are advised there will not be a public opening for this RFP. However, the Staff report to Council that deals with the RFP will be a public document as part of the January 21, 2020 agenda.

### **1.11 Agreement with Consultant**

The Consultant will be required to enter into a written agreement, the Agreement, for the Project in a form acceptable to the Town. The Agreement will be in substantially the same form as is attached to this RFP as **Appendix A**.

### **1.12 Responsibility for Damages**

The Consultant shall indemnify and save harmless the Town from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Project.

### **1.13 Protection of Work and Property**

The Consultant shall provide continuous and adequate protection of all work from damage and shall protect the Corporation's property from injury or damage arising from, or in connection with, this work. The successful Proponent shall make good any such damage or injury.

### **1.14 Limited Liabilities**

The Town's liability for the work undertaken pursuant to the Project shall be limited to the actual goods/services ordered and provided.

### **1.15 Proponent Expense**

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent, and will not be charged to the Corporation.

### **1.16 Regulation Compliance and Legislation**

The Consultant shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Consultant shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

### **1.17 Proposal Selection Criteria**

The acceptance of a Proposal will be contingent upon, however not limited to, the following considerations:

- the Qualifications and Experience of the Proponent;
- the proposed Methodology for completing the Project;
- the proposed Work Plan;
- the proposed Schedule set out on a Gantt chart to be submitted with the proposal; and
- the Pricing

The Town intends to accept the proposal that gives it the best value for the money spent. A detailed Evaluation Selection Criteria table is included in Section 3 of this RFP.

The lowest-priced or any Proposal may not necessarily be accepted.

### **1.18 Extra Work**

No work shall be regarded as extra work, unless it is authorized in writing by the Corporation. The agreed price for any extra work shall be included in the written authorization for the extra work.

### **1.19 Terms of Payment**

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the date the invoice is received. Payment terms shall only be modified at the sole discretion of the Town to take advantage of any discounts that may be offered by the Consultant for prompt payment or for other terms that shall be deemed to be in the best interests of the Town.

For this project, the Consultant shall invoice the Town at the end of each month. Each invoice amount will be for actual time spent. Final payment will be subject to receipt of final deliverables. Costs for any extra work the Town has approved in writing may be invoiced for at the end of the month when the extra work was done.

Price changes caused by Provincial or Federal government tax legislation will be accepted, but notice of such changes must be submitted in writing and accepted by the Town prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

**Town of South Bruce Peninsula  
Accounts Payable  
P.O. Box 310, 315 George St. Wiarton ON, N0H 2T0**

## **1.20 Insurance and Indemnification, WSIB Requirements, and Health and Safety Policies**

The Consultant shall, at its own expense, obtain and maintain until the termination of the Agreement, the following:

- a) Commercial Liability Insurance on an occurrence basis for an amount not less than five million, (\$5,000,000) dollars;
- b) Professional Errors and Omissions Insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars;
- c) Automobile Liability on all vehicles owned, operated or licensed in the name of the Consultant in the amount of not less than two million (\$2,000,000) dollars on an occurrence basis; and
- d) Shall include the Corporation of the Town of South Bruce Peninsula as an additional insured with respect to the Consultant's operations, acts and omissions relating to its obligations under the Agreement to be entered into, pursuant to this RFP, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Consultant shall provide the Town with evidence that the above policies are in full force and effect, and they will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Consultant shall not commence work until such time as the required evidence of insurance has been filed with, and approved by, the Town. The Consultant shall also file evidence of the continuance of said insurance with the Town at the renewal date for each policy for the duration of the Agreement.

The Consultant shall indemnify and hold the Town harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the Consultant, its agents, officers, employees or other persons for whom the Consultant is legally responsible.

The Consultant shall provide a Certificate of Clearance from the Workers Safety Insurance Board (WSIB) to the Town prior to commencing any work on the Project. Updated Certificates of Clearance shall be provided when requested by the Town.

The Consultant and the Town shall exchange their respective Health and Safety Policies as information for the other party; this exchange shall occur prior to the Consultant commencing any work on the Project.

### **1.21 Assignment of Work**

The Consultant shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of the Agreement that may be entered into pursuant to this RFP or dispose of his/her right, title or interest therein, or his power to execute such work, to any other person, company or corporation, without the prior written consent of the Town, which consent shall not be unreasonably withheld. Failure to obtain this consent may result in termination of the Agreement with the Consultant.

The Consultant is fully responsible to the Corporation for the acts and omissions of its subcontractors and/or persons directly or indirectly engaged by the Consultant to complete the Project. Subcontractors will be required to abide by all the requirements of the Contract document as though they were the Consultant (Insurance, WSIB, Health and Safety Policy, etc.). The Consultant agrees to bind every subcontractor by the terms of the Contract as far as it is applicable to their work.

### **1.22 Cancellation**

The Corporation reserves the right to immediately terminate the Agreement at its own discretion, as a result of non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Consultant should neglect to execute the work properly, or fail to perform any of the work that is part of the Project, the Corporation, after three (3) business days' written notice to the Consultant, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Consultant. Continued failure by the Consultant to execute the work properly shall result in a termination of the Agreement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Agreement if the original terms and conditions are significantly changed, after giving thirty (30) calendar days written notice to the Consultant.

Either party may terminate the Agreement by giving the other party sixty (60) calendar day's written notice. A period of less than sixty (60) calendar days to terminate the arrangement may be negotiated if mutually agreeable among the parties involved.

Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the Agreement.

### **1.23 Performance**

The Town may evaluate the performance of the Consultant during and/or when the Project is completed or terminated. If evaluated, the Consultant's performance shall be rated on a scale of 0-4 (0- Not rated, 1-poor, 2-below standard, 3-standard, 4-excellent) under the following categories:



- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedures
- f) Organization, Co-ordination and Efficiency
- g) Environmental Compliance

The performance rating shall be determined based on the everyday performance of the work contemplated by the Agreement, quality assurance test(s), letters, and written instructions to the Consultant.

If evaluated, a copy of the completed Consultant's performance report shall be provided to the Consultant. If the Consultant disagrees with any portion of the Consultant's performance report, he shall advise the Town of his specific objections, in writing, within twenty (20) days of the date of the report.

If the Consultant is evaluated as poor or below standard in three categories or not rated in two areas, the Town may disqualify the Consultant from submitting proposals for, or otherwise bidding on, RFP's or other contracts the Town may issue for a period of up to two years from the date the Project was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Consultant is evaluated as poor or below standard in two or more evaluation categories on two performance reports for the Consultant, on different contracts, within twelve months, the Town may disqualify the Consultant from submitting proposals for, or otherwise bidding on, other contracts the Town may issue for a period ranging from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Town in respect of the Consultant's performance report shall be final and binding for all purposes.

#### **1.24 Governing Laws**

The Agreement with the Consultant, and any subsequent arrangements, will be interpreted and governed by the laws of the Province of Ontario.

#### **1.25 Freedom of Information**

Any personal information required in the Proposal is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990*. This information will be an integral component of the proposal submission.

The Proposal that is approved by Council will become part of the public record. As such, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Town become the property of the Town and as such, are subject to the *Municipal Freedom of Information and Protection of Privacy Act*. Proponents may mark any part of their submission as confidential except for the total proposal price and the Proponent's name. The Town will use its best efforts not to disclose any information so marked, but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner, or otherwise, as required by law. Upon award, the Town may release the name of the Proponent whose Proposal has been accepted by Council and with whom the Town will be entering into an agreement, the name and telephone number of the contact person and the total proposal price.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

**Town Clerk, Town of South Bruce Peninsula  
315 George St, PO Box 310  
Warton, ON N0H 2T0**

### **1.26 Conflict of Interest**

In addition to complying with the conflict of interest provisions, each Proponent must declare in its proposal any conflict of interest (actual or potential) which exists now or may exist in the future in respect of its participation in this RFP process, the submission of its proposal, and, if selected, the performance of its responsibilities as the Consultant. The Town will determine, in its sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to disqualify any Proponent.

Proponents must describe in their proposal, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

### **1.27 Confidentiality**

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to, or acquired by, the Proponent or disclosed by the Town.

## Section 2 – Background and Technical Requirements

### 2.1 Background Information

In 1999, the Town of South Bruce Peninsula (“the Town”) was formed through the amalgamation of the former Townships of Albemarle, Amabel, the Village of Hepworth and the Town of Wiarton. The amalgamated Town has an approximate population of 8,500 but serves a much larger seasonal population of approximately 15,000.

From a billing perspective, the Town has two main water distribution systems: Amabel and Wiarton. The Amabel system is comprised of several smaller distribution networks that have been combined into one for billing purposes, despite the fact that they are not physically connected. Historically, residential developments in Amabel Township were serviced by small communal well-based drinking water systems. After the establishment of the Safe Drinking Water Act in 2002, a decision was made to consolidate the communal systems that were in closest proximity, into a more manageable network. This was achieved by connecting seven (7) of these small communal residential systems (Winburk, Fedy, Forbes, Gremik, Trask, Robins, and Thompson) with transmission mains, forming the largest of the Amabel Systems: the Amabel-Sauble Distribution Network. Upon consolidation, these small systems ceased to exist; several wells have been decommissioned, and water treatment is now provided at the centralised Amabel-Sauble water treatment plant located on D-Line adjacent to Amabel-Sauble Community School.

The Amabel-Sauble system is classified as a Large Municipal Residential System with a maximum daily treated capacity of 687 m<sup>3</sup>/day (per the Municipal Drinking Water License). The Class II water distribution network contains approximately 15.6 km of watermain. The Class II treatment plant draws from three GUDI (Groundwater Under Direct Influence of surface water) wells.

The Amabel-Sauble system currently has only 294 connections (258 occupied plus 36 vacant), but as it must meet the legislated operating requirements of a large municipal system, the proportionate operating cost for this system is higher than that of the Wiarton system. The per capita operating cost could be reduced with additional users however the system also has limited uncommitted water capacity, in turn, limiting growth in the area.

Older sections of Sauble Beach and the surrounding area outside of the existing municipal water systems are serviced exclusively by on-site private facilities (typically well or sand-point). As a component of this study, the Consultant shall assess the ability to bring existing developed but unserviced lands onto the municipal water system.

With respect to new development, the Amabel-Sauble water system has limited uncommitted capacity, but the demand for serviced development land is high. In order

to be able to open up potential development land, the Town must devise a way to provide more water capacity to the area. Through the process of this study, the Consultant shall examine a range of potential alternatives and weigh their impacts against a variety of perspectives, such as but not limited to, social, economic, environmental considerations, and ultimately recommend a preferred alternative.

Aside from the Amabel-Sauble Network, a few outlier systems remain in the Amabel system: Huron Woods, Oliphant and Foreman. These are included within the Amabel system for billing purposes but are not physically connected to each other due to geographic separation.

The Foreman System is a Small Municipal Residential Class II Treatment (GUDI) and Class I Distribution system with 21 connections and a maximum daily treated volume of 165 m<sup>3</sup>/d.

The Oliphant System stopped treating water on January 16, 2011 and began receiving transported water from the Wiarton Water Treatment Plant, which is pumped into the clearwell. Sodium hypochlorite is added as needed, and then pumped into the distribution network. The maximum daily volume to the Oliphant distribution network is 75 m<sup>3</sup>/d. Oliphant currently services 31 occupied and 23 vacant properties. As part of this study, the Consultant shall assess the ability to connect the Oliphant system to the expanded water network.

The Huron Woods system became a Large Municipal Residential System in November of 2018. It is a Class II treatment (GUDI) Class I Distribution system with a maximum daily treatment volume is 743 m<sup>3</sup>/d. It currently has 103 connected occupied properties and 38 vacant serviced lots. Like Amabel-Sauble, with barely enough connections to qualify as a large municipal residential system, the legislated operational activities make this an expensive system to run.

The Amabel water systems, due to their low relative populations, have a higher per capita operating cost, which translates to a higher fixed charge on each customer's water bill. Expanding the system will assist to reduce per capita costs and resulting water charges passed on to the consumer.

It is also worth noting that several of the distribution networks within the Amabel system are not built to current design standards and may not meet the desired level of service for flushing and fire suppression purposes.

Adjacent communities that may provide the opportunity for water supply partnerships include Saugeen Shores and the Saugeen Ojibway Nation (SON). These partnership opportunities should also be considered in the analysis of possible alternatives, as well as connecting the Amabel systems (including Oliphant) to an adjacent existing water system, such as Wiarton.

The Town is currently undertaking a Water Rate Study and Financial Plan (RFP-19-34), and an update to the Asset Management Plan (RFP-19-03 Municipal Asset

Management Plan and Strategy). A previous version of the Asset Management Plan is available on the Town's website at [2016 Asset Management Plan](#) and the previous Water Rate Study is available at [2014 Water Rate Study](#).

It is expected that this study shall follow the Municipal Class Environmental Assessment (MCEA) process for Master Plans, including public consultation, in order to satisfy Phases 1 and 2 of the MCEA process for any future upgrades to the system.

## 2.2 General Information

The Town is requesting written proposals from engineering consultants to prepare a comprehensive Water Master Servicing Study ("Study"). The objectives of the Study are to:

1. Employ current standards to determine system hydraulics, system capacities, water treatment capacities, water availability, and water quality;
2. Determine a recommended servicing strategy that will provide the following over range of planning horizons (near to long term):
  - a. Expand the serviced area to include unserved and undeveloped lands, particularly in the Amabel-Sauble System, thereby creating the opportunity for development growth;
  - b. Consider the inclusion of existing developed but unserved lands into the serviced area;
  - c. Assess the viability of connecting existing isolated service networks (i.e. Oliphant, Huron Woods) into the overall water system; and
  - d. Allow the addition of new water network users to reduce per capita operating costs, in the most cost-effective way. It is expected that a comprehensive range of alternatives shall be considered in order to determine the best possible solution.;
3. Update the Town's GIS asset database for linear infrastructure and appurtenances to ensure that it is consistent and compatible with the financial asset management inventory (Public Sector Digest CityWide);
4. Ensure completeness of the Town's existing tabular asset inventory of the water treatment plant components;
5. Construct an accurate water network model for use in assessing future subdivision and development impacts on the Town's Amabel Water System infrastructure;
6. Review existing infrastructure condition and performance and ability to accommodate the area's projected growth rates and economic analysis parameters to the 10-year horizon; and
7. Identify any new capital projects that may be required to support the above objectives and provide costs and possible impacts on user fees.

## 2.1 Scope of Work

The Study shall be carried out in conformance with the Municipal Engineers Association Class Environmental Assessment (as amended) including the requirements in A.2.7 *Master Plans*. The Study is expected to be updated periodically as needed to adjust the necessary timeframes and projects as work is completed and the area develops. The Town's objective centres around proactively identifying and completing projects to remain competitive and foster growth, and thereby reducing per capita costs to run the system.

To prepare the Study, the Consultant shall be prepared to undertake the following:

- a) Review the background and historical information provided by the Town;
- b) Review the treatment process and capacity, as well as raw water capacity and quality information of each of the existing treatment plants within the system;
- c) Incorporate the Town's population and employment forecasts from Town's [Official Plan](#), [Zoning Bylaw](#), [Community-Based Strategic Plan](#), [County Official Plan](#) and the Provincial Policy Statement. The Consultant may also reference the [Sauble Growth Strategy Paper](#), and basic information about the community of Sauble Beach is available at [Townfolio](#);
- d) Consider existing and future land uses and areas for future development growth;
- e) Consider the existing and potential connectivity of the Amabel Systems with each other or external water networks;
- f) Update asset ID numbers in the Asset Management Database where applicable;
- g) The Consultant shall include the following nine (9) meetings during the course of the Project. The Town's preference would be to schedule these meetings on the same day (i.e. technical meeting in the morning, public meeting in the afternoon) when possible, for cost and time efficiency:
  - ◆ A Project Start-Up meeting with Town Staff;
  - ◆ A Scope Consultation with Town Council (as a delegation at a regularly scheduled Council Meeting);
  - ◆ Technical/Update meeting with Town Staff #1;
  - ◆ Public Consultation Session #1, (project will have a minimum of two Public Meetings as per Section A.2.7.1 of the MCEA guideline);
  - ◆ Technical/Update meeting #2;
  - ◆ Public Consultation Session #2;
  - ◆ Technical meeting #3;
  - ◆ Attend a Town Council Meeting to present the Study to Council; and
  - ◆ A Public Information Session to reveal the final results of the study.;
- h) Following the presentation of the Study to Council, the Consultant shall incorporate the changes Council may direct by resolution prior to the release of the Final Report;
- i) The study shall assess all potential options for achieving the stated objectives, including but not limited to: obtaining water from an adjacent South Bruce Peninsula water system, creating partnerships with an adjacent community (i.e. Saugeen Shores and SON), constructing a new water treatment plant, expanding one or more existing treatment plants, linking systems, etc.

Included in the Study, the Consultant shall provide at a minimum, but not limited to the following:

- a) Prepare an Environmental Study Report document, wherein the format, data collection, analysis and public consultation shall be in conformance with the Municipal Engineers Association Class Environmental Assessment guideline (as amended), including the requirements in A.2.7 *Master Plans*;
- b) Include replacement/improvement recommendations for the next 10 years, organized by year of need, with cost estimates including engineering;
- c) Update the Town's GIS database, including pipelines and appurtenances such as valves and hydrants, and ensure that the GIS and the Town's CityWide databases match;
- d) Compile a comprehensive asset inventory of the components of the existing water treatment plants;
- e) Create a model of the distribution network in most recent format of EPANET 2.0; and
- f) The study data shall also be in a format that can easily integrate with the existing asset management software, CityWide (PSD Research) to the extent that applicable columns are captured in the format provided by the Town.

## 2.2 Information Provided by the Town

The Town will provide the following information to the Consultant who has been awarded the Project. The Consultant who is awarded the Project may request additional information he/she believes is/may be relevant to the task. The Town will use its best efforts to provide the information the Consultant has requested but does not guarantee the information will be available.

The information to be provided includes the following:

- a) Paper and digital format record drawings, GIS data, and the Town's CityWide Asset Management database. All Town-provided records should not be assumed to be correct and are provided as a starting point only. No AutoCAD format engineering drawings exist of the Amabel systems;
- b) Water Treatment Plant process information, water quality analyses, and any other relevant records related to the raw water sources and treatment thereof; and
- c) Statutory planning documents and any available economic development information applicable to the subject area.
- d) Refer to **Appendix B** for examples of the existing GIS data and a drawing of the Amabel-Sauble system including the transmission mains.

Concurrent with this Study, the Town will be undertaking a Water Rate Study and Financial Plan for both the Warton and Amabel water systems; this Study must incorporate any relevant findings of the Rate Study.

## 2.3 Plan Documents

All documents shall be supplied in an accessible format that meets the requirements of the *Accessibility for Ontarians with Disabilities Act*.

## 2.4 Deliverables

The following is a list of the materials the Consultant will submit to the Town when the Project is complete:

- a) Three (3) hard paper copies of the final Water Master Servicing Study;
- b) An electronic copy of the final Study and all other supplementary information; and
- c) Electronic copies of all data tables in a format that allows the Town to manipulate/correlate the data as it may choose to do.

Expected public consultation deliverables include, but are not limited to the following:

- a) Design, prepare, organize, co-ordinate, facilitate and document results for public consultation(s) required by the Class EA process;
- b) Identification of, and Notice of Commencement issuance to, all affected Parties (e.g. Federal Departments; Provincial Ministries; Committees of Council; Regional/Area Municipalities; Utilities; Conservation Authority; School Boards; First Nations; Special Interest Groups, Associations, DFO etc.). It should be noted that consultation with the First Nations community will be of particular importance due to the site's proximity to First Nations lands;
- c) The development of materials and information releases/newsletters/ads. The associated advertising expenses paid to external parties (e.g. newspaper advertising fees) shall be borne by the Town;
- d) Webpage: Generate and supply all project-related webpage content for posting on the Town's website, Social Media and "Open Mic" public engagement platform;
- e) Act as the primary contact for the management of all stakeholder consultations for the duration of the project. This shall include the provision of all services to ensure stakeholder input receipt, acknowledgement and associated return feedback and/or correspondence;
- f) Follow all requirements for public consultation outlined in the MCEA manual on planned/prospective projects arising from the Master Servicing Plan, to the end of Phase 4 (Environmental Study Report) of the Class EA process;
- g) The Consultant is advised that all the deliverables provided pursuant to the completion of this Project will become the property of the Town, and as such, the Town reserves the right to make additional copies of the material and distribute it as the Town sees fit, and/or manipulate or reorganize the data in the tables, all in its sole discretion; and
- h) The Town will act reasonably when it distributes or otherwise uses the information in the Study. The Consultant shall be aware of this ownership condition of the Study but may include a disclaimer with respect to its responsibility should the above occur.



## 2.5 Milestone Timelines

<b>Milestone</b>	<b>Completion Date</b>
RFP Issued	November 22, 2019
Deadline for Questions	December 6, 2019
Addenda Issued (if necessary)	December 11, 2019
RFP Closing	December 20, 2019
Proposal Evaluation and Contract Award (Staff report to Council)	January 21, 2020
Start Up Meeting	Week of February 3, 2020
90% Project Completion	Week of July 31, 2020
Presentation of Water Master Servicing Study to Council	August 18, 2020 (contingent on date of Council Meeting)

## **Section 3 – Submission and Evaluation of Proposals and Consultant Selection Process**

### **3.1 Proposal Submission Format**

Proposals should include, but not necessarily be limited to, the following components:

- a) A Title Page showing the Proponent, contact information and key personnel;
- b) A one page letter of introduction, introducing the Proponent's company, and setting out its history and expertise;
- c) Sections on methodology and the proposed work plan the Proponent proposes to complete the Project; and
- d) Pricing for all of the above to be included in envelope two, the **Pricing Proposal** envelope.

Refer to **Section 4** of the RFP for details on submitting a proposal. The 'two envelope' system will be used.

### **3.2 Number of Copies of Proposal to be Submitted**

- a) Two (2) hard copies and one (1) soft copy (CD or USB flash drive) of the technical portion of the proposal to be submitted in one sealed envelope;
- b) One (1) hard copy and one (1) soft copy (CD or USB flash drive) of the pricing portion of the proposal to be submitted in one sealed envelope;
- c) More specifically, the technical portion of the proposal must not be on the electronic copy of the fee portion of the proposal, nor shall the fee portion of the proposal be on the electronic copy of the technical portion of the proposal; and
- d) One hard copy and one soft copy of the various forms included in Section 4 of this RFP, with each being put into the appropriate envelope or copied onto the appropriate CD or USB flash drive.

### **3.3 Details to be Included in Proposal**

At a minimum, the proposals should include:

#### **Envelope One**

- a) sufficient information to demonstrate the Proponent's appreciation of the scope of work for this Project;
- b) the proposed methodology and approach to the various tasks considered essential by the Proponent, and referenced in this RFP;
- c) an explanation of how each of the work components will be undertaken and the length of time required to complete each component;
- d) the curriculum vitae of the senior and/or management staff to be assigned to this Project;
- e) list of previous projects and client/references; and
- f) a schedule for the completion of the work, summarized in a Gantt chart.

### **Envelope Two**

- g) the total cost for the work, indicating all taxes that may be applicable separately, but excluding HST;
- h) an indication of costs, fees, expenses and parameters that are NOT included in the proposal, if any; and
- i) a schedule of fees detailing the estimated costs for each of the activities needed to complete each phase of the process inclusive of disbursements and applicable taxes but excluding HST.

The technical part of the Proposal should be a maximum of 25 pages, inclusive of all information indicated. There is no limit on the size of the fee portion of the Proposal, but it shall be organized to show all of the information requested above.

### **3.4 Selection Process and Evaluation Criteria**

Proposals will be assessed on the basis of information provided by the Proponent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff of the Town.

While specific evaluation criteria follow, overall, the evaluation team expects that each Proposal will demonstrate the Proponent has a thorough understanding of the scope of work, and be organized so as to follow the Evaluation Criteria 1 through 4 below.

Proposals will be evaluated against the following criteria. The Town reserves the right to shortlist firms for further evaluation through an interview process which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

**Proponents must have a minimum averaged technical score of 55/85 in order to be eligible to have their cost envelope opened.**

The Town reserves the right to reject any or all proposals, including, among other things the right to reject a proposal where the Town has determined, acting reasonably, that the price submitted is too low to ensure the quality of the work done and the deliverables will meet the Town's expectations. The Town also reserves the right to not proceed with the Project without stating reason(s) for doing so.

Notwithstanding the above, the evaluation team may consider any other relevant information provided by the Proponent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract, nor shall it put any obligation on the Town to enter into further discussions with any of the other Proponents.

	<b>Evaluation Criteria</b>	<b>Weight Factor</b>
<b>1</b>	<p><b>Qualifications and Experience</b>                      Experience and credentials of firm                      Experience and qualifications of personnel assigned to the Project                      Experience relating to similar projects                      Overall local experience                      Experience working with other municipal governments in Ontario and a demonstrated ability to conduct research, facilitate studies of this nature and write reports and deliver the Project requirements on time and on budget. (Three references to be provided on form described below.)</p>	35
<b>2</b>	<p><b>Methodology</b>                      A description of Project approach, including value-added services</p>	30
<b>3</b>	<p><b>Work Plan</b>                      A detailed work plan that includes a Manning Table, a schedule in the form of a Gantt chart, and the Proponent’s process for monitoring and maintaining that schedule.                      Evidence that the Consultant has the internal capacity and resources to perform the work</p>	20
<b>4</b>	<p><b>Price</b>                      Overall submitted price for work described in this RFP and the preparation of the final Study, including the Proponent’s process for monitoring expenditures so the Project remains on budget. The proposal with the lowest price will be given 15 points. The points to be assigned for the price component of the other proposals will be calculated using the following formula:                      Lowest price / submitted price x points available (15) rounded to one decimal point.</p>	15
	<b>Total</b>	<b>100</b>

Evaluation of the firm’s credentials and the experience of the Project Manager and Project support staff will include an assessment of the firm’s overall ability to provide multi-disciplinary capabilities and resources to this Project and the Project Manager’s past experience on similar projects.

The assessment of past project experience will include an evaluation of the Consultant’s success with previous work of this nature. Proponents shall include in their proposal a minimum of three project references demonstrating this attribute, preferably with projects of a similar magnitude and design to that covered by this RFP. The names and contact information for the municipal staff that managed those projects, or were familiar with the project, shall also be provided. The Town, reserves the right to, and anticipates it will call these references and discuss their experience with the Proponent.

Award of the Project will be subject to Council approval. It is intended that the Project be awarded to the Proponent who, in the sole judgment of the Town, provides the best overall value for the work to be done while meeting all the requirements of the RFP. The Town will not be obligated to select the lowest cost or any proposal.

## Section Four – Proposal Submission Forms

### 4.1 General

Proposals shall be submitted using a “two (2)-envelope” system. Two (2) hard copies and one soft copy (CD or USB flash drive) of the technical portion of the proposal shall be submitted in one sealed envelope labelled

**“Technical Proposal”**

One hard copy and one soft copy (CD or USB flash drive) of the pricing proposal shall be submitted in a separate sealed envelope labelled

**“Pricing Proposal”**

**Both envelopes** shall be placed in one sealed envelope labelled **Proposal Submission**.

The following section identifies the various forms to be submitted with the proposal.

### 4.2 Technical Proposal Form

Three copies of the following **Technical Proposal Form** shall be completed and submitted with the Proponent’s proposal inside the “Technical Proposal” envelope. This form shall be included on the soft copy of the technical proposal that is to be submitted, but not on the soft copy of the pricing proposal.

## Technical Proposal Form

**For the Provision of:**      **Engineering Services for Amabel  
Water System Master Servicing Study**

**Submitted by:**

\_\_\_\_\_   
Firm Name

\_\_\_\_\_   
Address

\_\_\_\_\_   
Postal Code

### Hereinafter Called the Proponent

**To:**    Town of South Bruce Peninsula  
         PO Box 310, 315 George St.  
         Wiarton, ON N0H 2T0

### Hereinafter Called the Corporation

The Proponent declares that:

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in this Proposal or in the award for which this Proposal is made;
2. No officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a bid for the same and is in all respects without collusion or fraud; and
4. By signing this submission, I confirm I have read and understood the content and requirements of this proposal document;

### Acknowledgement to receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addenda;

**Addendum #**

**Date Received**

# \_\_\_\_\_

\_\_\_\_\_

# \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Check here if no Addenda received**

Lowest or Any Bid Not Necessarily Accepted

Date \_\_\_\_\_, 2019

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Signature of Witness

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board of \_\_\_\_\_, to sign on behalf of the above named.  
(Name of Firm)



### 4.3 Pricing Proposal Form

One hard copy of the following **Pricing Proposal Form** shall be completed and submitted with the Proponent’s proposal inside the “**Pricing Proposal**” envelope.

This form shall be included on the soft copy of the pricing proposal that is to be submitted, but not on the soft copy of the technical proposal.

## Pricing Proposal Form

The price bid shall include for all professional fees, meetings, sub-consultant’s charges, if any, and for all disbursements for mileage, meals, printing, equipment rental rates, associated office disbursements and any other activity relating to the completion of the Project. **The lump sum fee submitted shall not be exceeded without the prior written authorization of the Town.**

Description	Fee (Excluding HST)
Engineering Services for Amabel Water System Master Servicing Study Lump Sum Fee Total	\$

Proponent: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

#### **4.4 Proposal Submission and Submission Label**

The following Proposal Submission Label shall be completed and attached to the one envelope in which both the Technical and Pricing envelopes are enclosed.

All proposals must be delivered to the Town's main administration office. Mailed, faxed, or electronically submitted proposals will not be accepted.

Upon receipt of the proposal, the Finance Department will note the date and time the proposal was received on the front of the envelope in which the proposal is delivered.

## Proposal Submission Label

**Proposal For:** Engineering Services for Amabel  
Water System Master Servicing Study

**RFP Number:** RFP 19-35

**Closing Date and Time:** December 20, 2019 at 3:00 pm Local Time

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Deliver to:**

Town of South Bruce Peninsula  
PO Box 310, 315 George St  
Warton, ON. N0H 2T0

#### 4.5 Proponent Information Form

The following Proponent Information Form shall be completed and included with the proposal. One copy of the Proponent Information Form shall be included in each of the Technical Proposal and Pricing Proposal envelopes and on the soft copy of each of the Technical Proposal and Pricing Proposal.

1	Proponent's Contact Individual	
2	Mailing Address	
3	Office Phone Number	
4	Toll Free Phone Number	
5	Mobile Phone Number	
6	E-mail Address	
7	Website	
8	WSIB Account #	
9	HST Account #	

Proponent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

#### 4.6 Proponent's Ability and Experience Form

The following Proponent's Ability and Experience Form shall be completed and included with the proposal. Three copies of the Proponent's Ability and Experience Form shall be included in the Technical Proposal envelope.

A copy of the Proponent's Ability and Experience Form shall also be included on the soft copy of the Technical Proposal.

### Proponent's Ability and Experience Form

Proponents shall provide information below on previous, similar projects that have been successfully undertaken by the Proponent's firm in the past three (3) years.

<b>Contract/Project #1</b>	<b>Insert Information</b>
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

<b>Contract/Project #2</b>	<b>Insert Information</b>
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

<b>Contract/Project #3</b>	<b>Insert Information</b>
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

Proponent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Appendix A**  
**Standard Consulting Agreement**  
(Irrelevant clauses will be removed in final version)

This Agreement made this            day of **MONTH**, 20**XX**:

Between:

**The Corporation of the Town of South Bruce Peninsula**

hereinafter called the "Town"

- and -

**Consultant**

hereinafter called the "Consultant"

**Whereas**, the Town intends to engage the services of the Consultant in connection with the project as hereinafter described (the "Project"):

The Project is described as **DESCRIPTION** as outlined in Schedule 'A'.

**And Whereas** the Town desires to have the Consultant perform professional services in connection with the Project;

**Now Therefore Witnesseth** that in consideration of the covenants herein, the Town and the Consultant mutually agree as follows:

**1. Retainer**

The Town hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the professional services described in Schedule "A" (the "Services") for the Project under the general direction and control of the Town.

**2. Compensation**

- (a) The Town shall pay the Consultant for the Services at the established rate(s) identified in Schedule "B". The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month. The Town shall pay the Consultant within (30) days of receipt of the invoice.
- (b) When requested by the Town, the Consultant shall provide, for approval by the Town:



- (i) An estimate of the total fees and disbursements to be paid for the Services;
  - (ii) A schedule of progress 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;
  - (iii) A Staff list showing the number, classifications and salary ranges of Staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment pursuant to the terms, as agreed. 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 Town.
- (c) The Consultant shall not receive any payment of fees and disbursements until approval, in writing, is issued by the Town for the above estimate of fees and disbursements and schedules of progress and Staff list.
- (d) The Consultant will require prior approval, in writing, by the Town for any of the following changes:
- (i) Any increase in the estimated fees and disbursements beyond those approved under Schedule "B";
  - (ii) Any change in the schedule of progress which results in a longer period than approved in Schedule "B";
- (e) The Consultant will require prior approval, in writing, by the Town for any of the following changes:
- (i) Any increase in the estimate fees and disbursements beyond those approved under Section 2(b)(i);
  - (ii) Any change in the schedule of progress which results in a longer period than approved in Section 2 (b)(ii);
  - (iii) Any change in the number, classifications and salary ranges of the Staff provided in Section 2 (b)(iii);
- (f) The Consultant shall provide a monthly report to the Town (descriptive and fee value) showing:

- (i) the portion of the Services completed in the preceding month;
- (ii) Services completed to date;
- (iii) remaining Services to be completed.

### **3. Staff and Methods**

- (a) Unless otherwise agreed, the Consultant shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff previously approved by the Town.
- (b) The Consultant shall inform himself of applicable procedures and standards established by the Town and shall comply with such procedures and standards in the performance of the Services.
- (c) The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

### **4. Ownership and Use of Documents**

- (a) Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis.
- (b) Where the parties have not otherwise agreed, all drawings, plans, information, mathematical or computer models, statistical data and reports compiled or prepared by the Consultant pursuant to this Agreement shall be the exclusive property of the Town whether the Project be executed or not. The Town shall own all rights of copyright therein and they are not to be used by anyone without the permission of the Town.
- (c) In the event that the said documents and models are used by the Town for purposes other than in connection with the Project, or if the said documents and models have been amended, altered or revised in any manner whatsoever without notice to the Consultant and without receiving its prior written consent, the Consultant does not warrant the fitness of same for the Town's use, and the Town agrees to indemnify and hold harmless and defend the Consultant from and against all claims, demands, losses or damages, liability and costs associated with such use by the Town.

## **5. Patents and Trademarks**

- (a) 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 performance of its Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant unless the concepts, products or processes were conceived by, or jointly conceived with, the Town.
- (b) The Town shall have permanent non-exclusive royalty-free license to use the concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from Services rendered by the Consultant in connection with the Project.

## **6. Changes and Alterations and Additions Services**

With the consent of the Consultant, the Town may in writing at any time alter 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 Town necessitates additional staff or services, the Consultant shall be paid at the established rate(s).

## **7. Suspension or Termination**

- (a) The Town may at any time, by notice in writing to the Consultant, suspend or terminate this Agreement or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out its Services. In such an event, the Consultant shall be entitled to payment at the established rate(s) for the work reasonably necessary to close out its Services only.
- (b) If the Consultant is practicing as an individual and dies or becomes incapacitated before the Services have been completed, this Agreement shall terminate as of the date of death, or incapacity, as applicable, and the Town shall pay for the Services rendered by the Consultant to the date of such termination.

## **8. Indemnification**

- (a) The Consultant shall indemnify and save harmless the Town, its officers, employees or agents from and against any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from or connected with the Project to the extent that they are caused by:
  - (i) negligent acts, errors or omissions of the Consultant, its officers, employees or agents in providing the Services on the Project;
  - (ii) failure of the Consultant, its officers, employees or agents to comply in material respects with federal, provincial, and local laws and regulations applicable to the Services undertaken by the Consultant hereunder;
  - (iii) breach of this Agreement by the Consultant, its officers, employees or agents; or
  - (iv) a willful misconduct on the part of the Consultant, its officers, employees or agents.
- (b) Without limiting the generality of the foregoing, the Consultant shall also indemnify and save harmless the Town from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of information of any kind whatsoever furnished by the Consultant in the performance of this Agreement.

## **9. Insurance**

- (a) The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of services pursuant to this Agreement.
- (b) During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:
  - (i) a contract of general liability insurance for its operations, with limits of not less than Two Million (\$2,000,000) Dollars, in addition to coverages for defense and claimants' costs, all for any one occurrence, including coverages for:

- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- non-owned automobile liability;
- products – completed operations;
- contingent employers liability;
- cross liability;
- severability of interest; and
- blanket contractual liability.

The policy of insurance shall name the Town of South Bruce Peninsula as an additional insured with respect to its interest in the operations of the Consultant; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Town; and shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Town thirty days prior written notice. All policies of insurance shall be in form and content acceptable to the Town acting reasonably.

(ii) a policy of professional liability insurance or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the administration or application of professional services or guarantee or work rendered, of standard wording, with coverage of no less than Two Million (\$2,000,000) Dollars; and

(iii) a policy of motor vehicle liability insurance of standard wording, covering:

- motor vehicles owned, leased or operated by or on behalf of the Consultant, in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million (\$2,000,000) Dollars per claim; and
- equipment leased, borrowed, rented or operated by or on behalf of the Consultant, with coverage of not less than Two Million (\$2,000,000) Dollars.

(c) Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the

financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.

- (d) No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Town.
- (e) The Consultant shall provide or cause to be provided to the Town, prior to award of Contract, a certificate from its insurer, which shows that the policy or policies placed and maintained by it complies with the requirements of this agreement. No review or approval of any such insurance certificate by the Town shall derogate from or diminish the Town's rights or the Consultant's obligation contained in this Agreement.
- (f) If at any time the Town is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance satisfactory to the Town.
- (g) The taking out of insurance shall not relieve the Consultant of any of its obligations under this agreement or limit its liability hereunder.
- (h) Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Town, forfeiture of the Contract.

## **10. 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.

## **11. Non-Assignment**

The Consultant shall not assign this Agreement or any part thereof, without obtaining the prior written approval of the Town, which approval may be withheld by the Town in its sole discretion, or given subject to such terms and conditions as the Town may impose.

## **12. 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 Town, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Town and unless authorized by the Town 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.

## **13. Specialized Services and Sub-consultants**

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Town and may add a markup of not more than 5% of the cost of such services to cover office administrative costs when claiming reimbursement from the Town.

## **14. Inspection**

The Town, or persons authorized by the Town, 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.

## **15. Publication**

The Consultant shall obtain the consent in writing of the Town before publishing or issuing any detailed information regarding the Project.

## **16. Confidential Information**

The Consultant shall not divulge any confidential information communicated to or acquired by him, or disclosed by the Town in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Town, as required by law.

## **17. Arbitration**

- (a) Any dispute, difference or disagreement between the parties hereto regarding the Services provided by the Consultant or arising from the application or interpretation of this Agreement may with the consent of both parties, be referred to arbitration.

- (b) No person shall be appointed to act as 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 Town or the Consultant.
- (c) If the parties elect to refer to arbitration any dispute, difference or disagreement:
  - (i) The award of the arbitrator shall be final and binding upon the parties;
  - (ii) The provisions of the Arbitration Act, S.O., 1991, Chapter 17, as amended shall apply, unless the parties agree otherwise.

## 18. Time

- (a) The Consultant shall perform the Services expeditiously to meet the requirements of the Town and shall complete any portion or portions of the Services in such order as the Town may require and the Town shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding any provisions expressed or implied to the contrary.
- (b) The Consultant shall perform all the Services required under this Agreement by the date or dates set out in this Agreement, or as otherwise approved, in writing, by the Town. Requests for extensions of the completion date shall be submitted, in writing, by the Consultant no later than twenty (20) days prior to the completion date.
- (c) The Town 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.

## 19. Workplace Safety and Insurance Board Coverage

- 1. The Consultant clearly understands and agrees that it is not, nor is anyone hired by it, covered by the Town under the *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch A., as amended and the Consultant I shall be responsible for and shall pay all dues



and assessments payable under the *Workplace Safety and Insurance Act, the Employment Insurance Act, S.C. 1996, c.23* or any Act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the Town, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Consultant fails to do so, the Town shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the Town shall have the right to pay same. The Town is not the employer of the Consultant or its personnel under any circumstances whatsoever.

- (b) The Consultant shall, both prior to commencing work under this Agreement and within sixty (60) days of the expiration of this Agreement date, submit a letter of good standing from the Workplace Safety and Insurance Board to the Town that all assessments or compensation have been paid, and the Town may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.
- (c) The Consultant must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate prior to the execution of the contract for the provision of the Services.

## **20. Occupational Health and Safety**

The consultant shall agree to sign and abide by the Town of South Bruce Peninsula Occupational Health & Safety Compliance Form for Consultants, as attached to this contract as Schedule 'C'.

## **21. No Smoking Policy**

The contractor, as well as their employee(s), must at all times abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal smoking regulations, when performing the work under the contract agreement.

## **22. Complete Agreement**

- (a) The contents of any invitation by the Town for proposals, any proposal by the Consultant to provide the Services that is accepted by the Town, and any schedules attached hereto shall be deemed to be part of this Agreement.

- (b) In the event of any inconsistency or conflict in the provisions of this Agreement, such provisions shall take precedence and govern in the following order:
  - (i) this signed Agreement between the Consultant and the Town;
  - (ii) any schedule(s), other than the accepted proposal and the invitation for proposals, attached hereto.
  - (iii) the invitation for proposals made by the Town;
  - (iv) the Consultant's proposal that has been accepted by the Town;
- (c) This Agreement constitutes the sole and entire agreement between the Town and the Consultant relating to the Project, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions or warranties, whether express or implied, shall form a part thereof.
- (d) If one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.
- (e) This Agreement may be amended only by written instrument signed by both the Town and the Consultant, or by a court order pursuant to subsection (d) hereof.

### **23. Fee Holdback**

The project will be subject to a 10% fee holdback on the fees for Contract Administration, to be accumulated based on each invoice submitted (i.e. 90% of each invoice will be paid, 10% will be held by the Town). This holdback will be released to the proponent upon delivery of the Record Drawings.

### **24. Gender and Number**

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

**24. Headings**

Section headings contained herein are included solely for convenience, and are not intended to be full or accurate descriptions of the content hereof and shall not be considered part of this Agreement.

**In Witness Whereof** the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

**The Corporation of the Town of South Bruce Peninsula**

Per:

\_\_\_\_\_  
Janice Jackson, Mayor

\_\_\_\_\_  
Angela Cathrae, Clerk

- and -

**CONSULTANT**

Per:

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness

I/We have authority to bind the Corporation

## Schedule “A”

### Core Services to Be Provided By the Consultant

The Project shall be undertaken in order of precedence in accordance with the following proposal submission, all attached hereto:

## Schedule "B"

### Fees and Disbursements Compensation

1. The total fees and disbursements paid by the Town to the Consultant for the Services shall not exceed the prices as bid by the Consultant in the proposal submission, to a total upset amount of **\$XXX** plus applicable taxes.
2. The Town, at its sole discretion, may limit the fees and disbursements paid by the Town to the percentage equivalent to the project complete in the opinion of the Town.
3. The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Schedule "A".

Schedule 'C'



**Town of South Bruce Peninsula  
Occupational Health and Safety Compliance Form  
for Consultants**

The consultant shall provide and maintain the necessary first aid items and equipment as required under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work. This shall include but not be limited to the provision of an adequately maintained first aid kit which shall be present at the project or job site.

The consultant shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The consultant, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.

The consultant shall ensure that all work areas are secured in a safe manner so as to eliminate any injury or harm to workers or persons. The consultant shall abide by all Occupational Health and Safety regulations and shall ensure proper safety attire and equipment is inspected and being used at all times. The consultant shall not leave equipment or materials in such locations which would cause harm to any person, animal or thing.

Where any injury, accident or incident occurs on or about the work area, the consultant shall immediately notify the Town of South Bruce Peninsula and shall provide such documentation and follow up information as required by the Town.

The consultant hereby acknowledges by signing this form that he/she is aware of and shall view the Town of South Bruce Peninsula Health and Safety Policy Document. The consultant hereby acknowledges that the Town, when requested, shall be permitted to view the Health and Safety Policies of the consultant and any firm or sub-consultant associated with the works.

\_\_\_\_\_  
**Name of Consultant / Firm (print)**

\_\_\_\_\_  
**Signature of Consultant**

\_\_\_\_\_  
**Date**

Schedule 'D'

The Town of South Bruce Peninsula

Contract **XX-XX**

List of Sub-Consultants



Contractor: **CONSULTANT / FIRM**

**DATE**

Under the above-mentioned contract, the Town of South Bruce Peninsula is hereby directing the contractor to provide a list of subcontractors, to certify that these sub-contractors have provided the contractor with the necessary insurance and WSIB coverage, and that all subcontractors agree to abide by the terms and conditions of this contract.

List all sub-consultant that will be providing labour and/or materials within this contract:

Name(s)	Company Name (if applicable)
1) _____	_____
2) _____	_____
3) _____	_____

I, \_\_\_\_\_, signing authority for **CONSULTANT**, verify that I  
Name (please print)  
have received the necessary insurance and WSIB coverage from all sub-contractors for the work under this contract.

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lara Widdifield, C.E.T.  
Director of Public Works

\_\_\_\_\_  
Date

## Appendix B Existing Water Network Data Examples



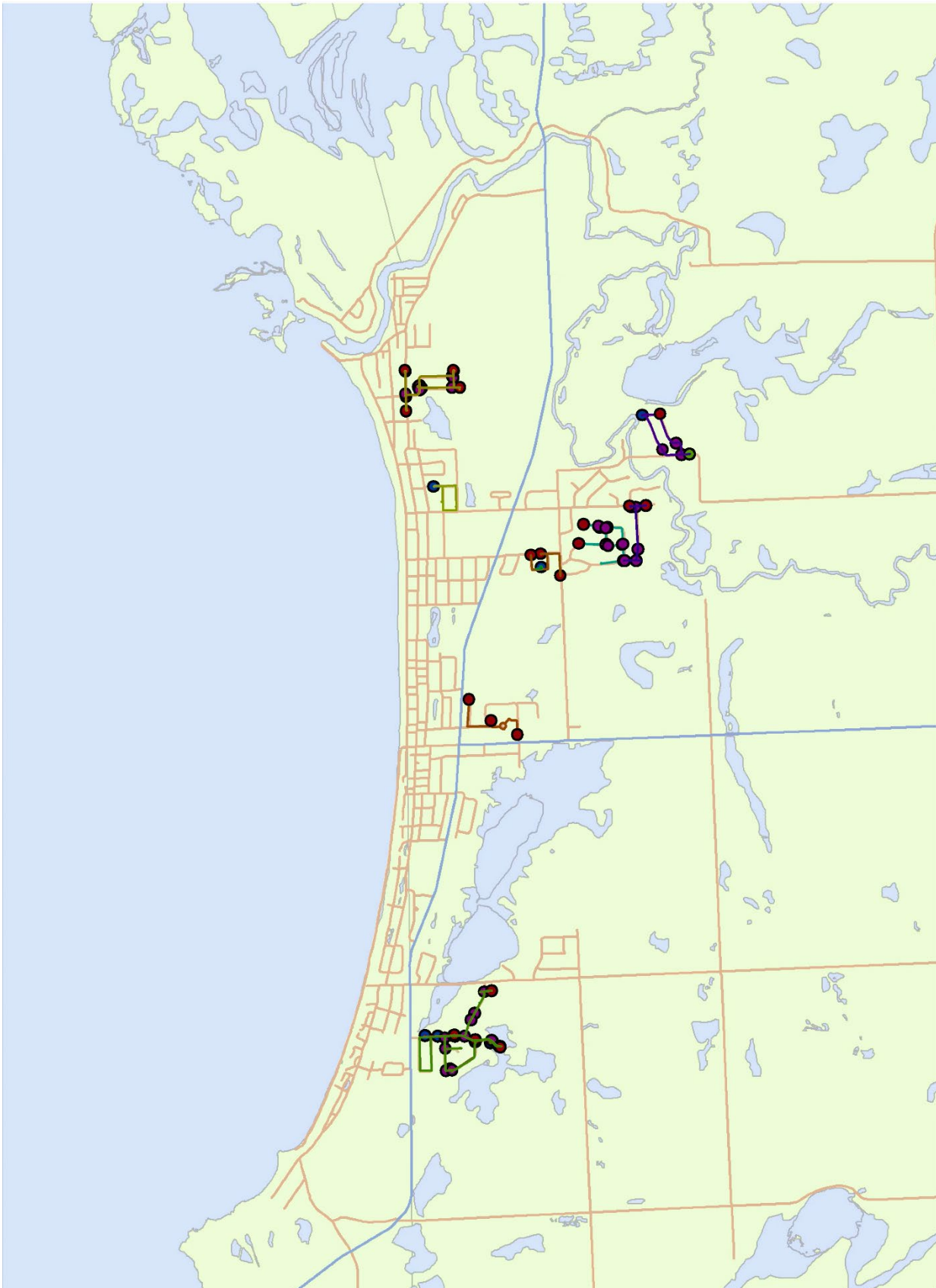


Figure 1 Existing GIS Data (Note Transmission Mains are missing)



Examples of GIS Attribute Data

Cambridge and Collins (now part of Oliphant system)

Id	Material	From_	To	Length	Pipe_Size	Condition	Comments	Date_Const	Road_Name	Main_Break	Last_Upgrade	Rims_No
0	PVC	WATER TREATMENT PLANT	LAURDO CR.	25	75	0	UNRATED	0	LAURDO CR.		0	
0	PVC	LAURDO CR.	PIERCE ST S	215	75	0	UNRATED	0	LAURDO CR.		0	L21400
0	PVC	LAURDO ST.	SOUTH TO END	87	75	0	UNRATED	0	PIERCE ST S		0	L27900
0		75 WATERMAIN	WEST TO BLOWOFF	15	50	0		0			0	
0		75 WATERMAIN	NORTH TO BLOWOFF	5	50	0		0			0	

Huron Woods

Id	Main_Break	Road_Name	From_	To	Material	Length	Date_Const	Last_Upgrade	Condition	Comments	Pipe_Size	Rims_No	Type
0		WALKER WAY	INT AIKEN CR AND McLEOD TRAIL		PVC	435	0	0	0		150	H37800	WATER MAIN
0		WALKER WAY	150 WATERMAIN	WEST TO BLOWOFF	PVC	5	0	0	0		75	H37800	BLOWOFF LATERAL
0		BIRCH ST	WATER TREATMENT PLANT	BIRCH ST	PVC	22	0	0	0		150	H04307	WATER MAIN
0		BIRCH ST	WATER TREATMENT PLANT	EAST TO END PLUG	PVC	101	0	0	0		150	H04307	WATER MAIN
0		BIRCH ST	WATER TREATMENT PLANT	EAST TO 150 WATERMAIN	PVC	101	0	0	0		100	H37800	WATER MAIN
0		BIRCH ST	WATER TREATMENT PLANT	BIRCH ST	PVC	20	0	0	0		100	H04307	WATER MAIN
0		BIRCH ST	WATER TREATMENT PLANT	WEST TO END PLUG	PVC	154	0	0	0		150	H04307	WATER MAIN
0		FREDERICK ST	GRAHAM CR	EAST TO END BLOWOFF	PVC	140	0	0	0		75	H14700	WATER MAIN
0		GRAHAM CR	FREDERICK ST	BIRCH ST	PVC	112	0	0	0		75	H15901	WATER MAIN
0		BIRCH ST	WATER TREATMENT PLANT	GRAHAM CR	PVC	145	0	0	0		100	H04307	WATER MAIN
0		BIRCH ST	75 PVC WATERMAIN	NORTH TO PLUG	PVC	10	0	0	0		75	H04305	WATER MAIN STUB
0		BIRCH ST	END OF 100mm WATERMAIN	BLOWOFF TO EAST	PVC	15	0	0	0		50	H04307	BLOWOFF LATERAL

