



REQUEST FOR PROPSALS

Proposal UTIL-2010-01

**Class Environmental Assessment and Preliminary Design for the
Highway 21 Corridor Sewage Collection System in the Municipality of
Bluewater**

(St. Joseph to Grand Bend)

January 11, 2009

Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater (St. Joseph to Grand Bend)

TABLE OF CONTENTS

SECTION A- PROJECT AND PROPOSALS

| | |
|---|---|
| 1.0 Introduction | 3 |
| 2.0 Term of the Project | 3 |
| 3.0 RFP Schedule..... | 3 |
| 4.0 Project Direction..... | 3 |
| 5.0 Public Expectation for Process..... | 4 |
| 6.0 Inquiries..... | 4 |
| 7.0 Proposal Content | 4 |
| 8.0 Evaluation of Proposals..... | 4 |
| 9.0 Submission of Proposals..... | 5 |

SECTION B - PROJECT REQUIREMENTS

| | |
|--|----|
| 1.0 Introduction | 5 |
| 2.0 Background of the Municipality of Bluewater..... | 6 |
| 3.0 Background of the Project..... | 6 |
| 4.0 Purpose..... | 6 |
| 5.0 Project Costs..... | 6 |
| 6.0 Available Municipal Resources | 7 |
| 7.0 Objectives | 7 |
| 8.0 Outline of Services..... | 7 |
| 9.0 Assumptions..... | 11 |
| 10.0 Resource Requirements | 11 |
| 10.1 Consultant Resources | 11 |
| 10.2 Available Municipal Resources | 11 |
| 10.3 Digital Sources of Information | 11 |
| 11.0 Milestones and Results..... | 12 |
| 12.0 Interim and Final Reporting..... | 13 |
| 13.0 Formal Contract | 13 |
| 14.0 Product Delivery..... | 14 |
| 15.0 Roles & Responsibilities..... | 15 |
| 15.1 Consultant..... | 15 |
| 15.2 Municipal Staff..... | 15 |

SECTION C - GENERAL TERMS AND CONDITIONS

| | |
|---|----|
| 1.0 Improper Delivery..... | 15 |
| 2.0 Signing Requirements..... | 15 |
| 3.0 Applicable Law..... | 15 |
| 4.0 Municipality Not Liable for RFP costs. | 16 |
| 5.0 Required Warranties. | 16 |
| 6.0 No Obligation to Contract..... | 16 |
| 7.0 Contract Payments..... | 17 |
| 8.0 Limitation of Liability..... | 17 |
| 9.0 Dispute..... | 17 |
| 10.0 No Assignment..... | 18 |
| 11.0 Fit for Use..... | 18 |
| 12.0 No Implied Waiver. | 18 |
| 13.0 Governing Law..... | 18 |
| 14.0 Force Majeure | 18 |
| 15.0 Deemed Satisfaction as to Submission..... | 18 |
| 16.0 Default Under Project. | 18 |
| 17.0 Title and IP Right to the Work. | 18 |
| 18.0 Insurance. | 18 |
| 19.0 Enforcement..... | 19 |
| 20.0 Opening Process..... | 19 |
| 21.0 Privacy and Freedom of Information. | 19 |

| | |
|---|-----------|
| SECTION D - FORM OF IRREVOCABLE OFFER..... | 20 |
|---|-----------|

| | |
|---|-----------|
| SECTION E - CONTACT INFORMATION & REFERENCES | 21 |
|---|-----------|

SECTION A- PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Corporation of the Municipality of Bluewater, herein after referred to as “the Municipality” invites proposals from professional firms to undertake a Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater (St. Joseph to Grand Bend). The Proposal shall meet all the requirements outlined in this. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

2.0 TERM OF THE PROJECT

The completion date for the work is set for **March 30, 2011** as per the attached Terms of Reference. The Municipality reserves the right to cancel the contract at its sole discretion based on sixty (60) days notice.

3.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Municipality reserves the right to modify any or all dates at its sole discretion.

| | |
|---------------------------------------|-------------------------------------|
| Release of RFP: | January 11, 2010 |
| Deadline for Submitting Questions: | January 19, 2010 |
| Deadline for Responding to Questions: | January 25, 2009 |
| RFP Closes: | February 1, 2010 |
| Successful Bidder Selection: | February 15, 2010 (Council Meeting) |
| Successful Bidder Notification: | February 16, 2010 |

4.0 PROJECT DIRECTION

The Study shall be directed by a Steering Committee composed of Council membership, staff and the preferred consultant. The project will be led by Brent Kittmer, Bluewater Utilities Superintendent. Lori Wolfe, Bluewater Chief Administrative Officer, will provide assistance and direction as required.

All inquiries regarding this RFP must be directed as specified in Section A - 6.0 herein.

5.0 PUBLIC EXPECTATION FOR PROCESS

- Formal process of public consultation through the Public Information Centres, with the input from the Steering Committee;
- Public disclosure through Reports to Council
- Use of diverse mediums to get messages and information out to the community, including print, radio advertising and web site publication of meeting notices, information and reports.

6.0 INQUIRIES

Any clarification of this document or request for additional information must be received no later than the date indicated in Section A - 3.0 in writing by fax or email to:

Brent Kittmer
Utilities Superintendent
Municipality of Bluewater
b.kittmer@town.bluewater.on.ca
Fax: 519-236-4329
www.town.bluewater.on.ca

If necessary, a written addendum will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the municipal staff contact indicated in this section in order to obtain clarification.

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any proponent.

7.0 PROPOSAL CONTENT

The Municipality is soliciting proposals from a qualified consultant with professional expertise in the Class Environmental Assessment process and preliminary design of sanitary sewage collection systems.

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the services required as well as a clear statement as to the actual total price, including the following:

- Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s).
- The successful vendor must provide proof of insurance coverage.
- A current WSIB Clearance Certificate.
- A copy of your health and safety policy.
- A minimum of three client references.
- An outline of the personnel that will be managing and assigned to the project work with a brief description of their background and experience on similar projects and contact information of same.
- Detailed work plan and time lines for the term and completion of the project.
- Itemized expected costs, fees and expenses for the completion of the Study.

Submissions shall describe the study approach based on the process described in Section B hereafter.

8.0 EVALUATION OF PROPOSALS

Submission evaluation will be conducted pursuant to the Municipality's Purchasing and Procurement By-Law. The bid submission review committee will follow directives within the Purchasing and Procurement By-Law. The bid submission review committee will consist of the members of Bluewater's working committee for this project, including the Chief Administrative Officer, Utilities Superintendent, and 5 committee members from the municipal council.

Project submissions to be evaluated based on the criteria as set out in Table 1 below.

Table 1 – Evaluation of Submissions

Proposal Evaluation Criteria

| | |
|--|-------------|
| Innovative approach to project | 10% |
| Methodology, process and collaborative nature | 10% |
| Understanding of project goals and objectives as demonstrated by: | |
| Knowledge of Municipality/Community and Corporation | 20% |
| Expertise/ demonstrated results from similar projects of similar scale | 25% |
| Demonstrated knowledge of relevant policies and legislation | 5% |
| Clarity and completeness of submission | 5% |
| Appropriateness of schedule of fees | <u>25%</u> |
| Total: | 100% |

9.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked “***Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater RFP***”, will be received no later than **1:00 p.m. Local Time, February 1, 2010** and shall be addressed to The Municipality of Bluewater, P.O. Box 250, 14 Mill Ave., Zurich ON, N0M 2T0, ATTN: Lori Wolfe, CAO/Clerk.

Submissions will be received by the staff designated by the Municipality at the counter in the Bluewater Municipal Office, 14 Mill Ave, Zurich ON no later than the time and date stated in this section.

To receive consideration proposal documents must be received prior to the specified time of closing. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, RFP's may be withdrawn only upon written request signed by an authorized officer of the company.

SECTION B - PROJECT REQUIREMENTS

1.0 INTRODUCTION

The Municipality of Bluewater is inviting proposals from professional consulting firms to undertake a Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater (St. Joseph to Grand Bend).

The successful firm will:

- Complete a Class Environmental Assessment for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater and prepare an Environmental Study Report.
- Complete the Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater and produce a Preliminary Design Report.
- Provide updated cost estimates associated with the collection system options identified in the ESR and Preliminary Design.

The Proposal must meet all the requirements outlined in this document. Should none of the Proposals be accepted, a re-issuance of the RFP is possible.

2.0 BACKGROUND OF THE MUNICIPALITY BLUEWATER

The Municipality of Bluewater is a municipality located in southerly portion of Huron County, approximately an hour north of the City of London. The Municipality was formed in 2001, with the amalgamation of the Townships and communities within the current municipal boundaries. The municipality is a mix of urban, rural and lake front cottage communities; with a population of approximately 10,000 people. The study area is the lake front areas of Bluewater in the Grand Bend sewage plant service area, with consideration of future contributions from the entire village of Dashwood.

3.0 BACKGROUND OF THE PROJECT

In 2005-06 the "Grand Bend and Area Sewage Servicing Master Plan" was carried out jointly by the Municipality of Lambton Shores, Municipality of Bluewater and Municipality of South Huron. The first consideration in the Master Plan was to assess the need for an updated and expanded Sewage Treatment Facility currently servicing the former village of Grand Bend (now Lambton Shores) and the surrounding area in the former Stephen Township (now South Huron). Accordingly, the Master Plan was followed up in 2008-09 with the "Grand Bend Sewage Treatment Facility Expansion & Upgrade – Environmental Study Report and Preliminary Design Report"; also carried out by the three partner municipalities.

The Master Plan included a review of a significant expansion of the service area to include areas of Lambton Shores (including the Pinery Provincial Park and south to the Ausable River cut); South Huron (including the lake front areas and the Highway #21 corridor); Bluewater (northerly to the village of St. Joseph) and the village of Dashwood (southerly half in South Huron and northerly half in Bluewater). The second consideration of the Master Plan was to review the associated sewage collection systems in the three municipalities.

This RFP is to address the expansion of the sewage collection system from the Grand Bend sewage treatment plant into the Municipality of Bluewater service area along the Highway 21 Corridor, serving lakeshore residents from Grand Bend to St. Joseph. Consideration will be given for the future inclusion of the village of Dashwood into the Highway 21 Corridor sewage collection system.

4.0 PURPOSE

The Class Environmental Assessment and the Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater (St. Joseph to Grand Bend) shall be a comprehensive process that satisfies all requirements of the Class Environmental Assessment process as set out in the Environmental Assessment Act. The Preliminary Design of the Sewage Collection Systems shall include a review of servicing alternatives, routing options, cost benefit analysis, construction phasing and staging options and the associated cost estimates.

5.0 PROJECT COSTS

The total cost of the Project will be one of the criteria in the consultant selection process and is the upset limit for the Project. It is anticipated that the total cost of the "Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater" shall be **One Hundred an Eighty Thousand Dollars (\$180,000.00)**. An appropriate contingency shall be developed by the consultant to deal with any potential legal and/or cross-boundary issues between Bluewater and any neighbouring municipalities. This contingency should be detailed with their submission. Proposals with fees in excess of the anticipated costs require a clear explanation outlining the rationale for increasing the cost.

The contract (see Section 11 Formal Contract) between the Municipality and the consultant shall specify the Project cost for the "Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater". The cost shall be considered an upset figure which should not be exceeded. Further in this regard, please note the following:

1. The cost of all presentation support materials, exhibits, project products advertising, room rentals, refreshments required for meetings open to the public in the context of the public consultation

process will be the responsibility of the consultant. If Municipal facilities are used, room rental costs will be at the expense of the municipality.

2. The Municipality of Bluewater staff consultation process will be at the expense of the municipality.
3. The Consultant will be responsible for the preparation and placing of all advertising and notices and arranging for rental appropriate facilities.
4. The Proposal must outline all costs associated with supplying the identified services. The total price must fall within the budgeted finances and be stated clearly at the outset. Final selection will be subject to successful contract negotiations with the preferred consultant.

No guarantee or warranty is given or implied by the Municipality as to the total amount that may or may not be purchased from any resulting contracts.

6.0 AVAILABLE MUNICIPAL RESOURCES

Project Lead and Main Contact: Brent Kittmer, Utilities Superintendent.

7.0 OBJECTIVES

Overall Objectives of the Study:

The Class Environmental Assessment and the Preliminary Design of the Highway 21 Corridor Sewage Collection System for the Municipality of Bluewater (St. Joseph to Grand Bend) shall be a comprehensive process that satisfies all requirements of the Class Environmental Assessment process, as set out in the Environmental Assessment Act of Ontario. The Preliminary Design of the Sewage Collection Systems shall include a review of servicing alternatives, routing options, cost benefit analysis, construction phasing and staging options and the associated cost estimates.

The Environment Screening Report (ESR) and Preliminary Design report shall include the following components:

- Phase I Review/Update for this project to confirm the need for sanitary sewage collection system improvements
- Phase 2 to refine the solutions identified in the Master Plan by developing, evaluating and recommending various options for the Service Area, collection systems and phasing.
- Phases I and 2 Public and Agency Consultation
- Prepare a Preliminary Design of the entire collection system
- Schedule "B" Environmental Screening
- Construction cost estimates of the collection systems proposed in the various Areas

8.0 OUTLINE OF SERVICES

Class Environmental Assessment

Municipal Class EA Project Classification

Classified as a Schedule "B" project under the Municipal Class EA:

- Follows Phases 1 and 2 of the Class EA process and is "screened"
- Phase 1, "Problem Identification", and Phase 2, "Alternative Solutions" of the Class EA process were covered by the Grand Bend and Area Sanitary Sewage Servicing Master Plan (2006). Phase I provided the justification for future infrastructure upgrades, while Phase 2 identified preferred solutions for sewage treatment and collection
- Screening process involves public and agency consultation, environmental inventories and impact assessment of the preferred design.

Study Area

Study Area for the project will consist of lands along the Bluewater lakeshore area from Huron County Road 83 to Huron County Road 84, including the hamlet of St. Joseph in the Municipality of Bluewater. Routing options developed will need to consider how sewage collected from the study area in the Municipality of Bluewater will be delivered to the existing sewage treatment plant serving the village of Grand Bend.

Phase I Review/Update

The purpose of the Phase I Review/Update for this project is to confirm the need for sanitary sewage collection system improvements. As part of this phase, the consultant will review/update the following information from Phase 1 of the Master Plan:

- Update population projections and sanitary sewage flows for the study area to 2031
- Obtain more detailed soils information for Bluewater
- Review new Provincial legislation passed since 2006 with respect to the protection of water resources and septic systems, including:
 - Ontario *Clean Water Act*
 - Amendments to the *Building Code Act* and Huron County Health Unit initiatives under these Acts
 - Lake Huron Primary Water Supply System Intake Water Protection Zone pursuant to the *Clean Water Act*
- Review recent Watershed Report Cards and other relevant reports and initiatives by the Ausable Bayfield Conservation Authority
- Obtain Huron County Health Unit input on septic system problems
- Review any new County and local municipal Official Plan land use and servicing policies since 2006.

Also to confirm the need for sewers, the consultant will complete a survey of **50 septic systems** chosen at random from the Study Area. The survey will include an on-site inspection and a homeowner questionnaire about septic system operation and maintenance. The questionnaire will ask about the age of the septic system, conversion of the home from seasonal to rear round use, home additions, additional fixtures and previous septic system problems or failures caused by soil conditions, root blockages or other problems.

Phase 2, Refinement of Alternative Solutions

The purpose of Phase 2 is to refine the solutions identified in the Master Plan by developing, evaluating and recommending various options for the Service Area, collection systems and phasing. The following work is required:

Service Area Options

- The Service Area for the new collection systems potentially includes the entire Study Area. To refine the Service Area, the consultant will develop options for the Service Area identifying those areas to be serviced.
- The Service Area Options will be evaluated by considering the following matters, mostly pertaining to the need for servicing:
 - Existing land uses, and future land uses, as designated by the Bluewater Official Plan, intensification potential and current development applications
 - Existing and potential septic system failure rates in the Study Area
 - Existing and potential adverse water quality impacts caused by malfunctioning septic systems
 - Serviceability will also be considered.
- Based on the evaluation, the consultant will recommend a Service Area.

Collection System Options

- The consultant will develop options for:
 - The type of collection system in various parts of the Service Area (conventional gravity or low pressure systems and related appurtenances)
 - Location/sizing of pumping stations and related appurtenances
 - Routes/sizing of forcemains and gravity sewers and related appurtenances
- The comparative evaluation of these options will cover the advantages and disadvantages of each option based on engineering considerations, potential environmental impacts and capital and operating and maintenance costs.
- To adequately compare costs, the consultant will prepare a preliminary design of at least two options for each area, including a gravity sewer and a low pressure system. Sewer design sheets and drainage area plans will be provided, along with hydraulic modeling calculations for the pressure sewer option.
- Based on the evaluations, the consultant will recommend a preferred collection system for the Service Area.
- There are sections of infrastructure that will be cost shared between the two municipalities. Cost sharing arrangements shall be identified (flow proportional) and the impacts on cost sharing shall be noted if a different alternative is selected.

Construction Phasing

- The consultant will be required to prepare a construction phasing plan for the preferred collection system showing the logical order in which segments of the collection system should be constructed, including any temporary/interim works.

Phases 1 and 2 Public and Agency Consultation

Required activities are described under “Schedule B Environmental Screening”. Towards the end of Phase 2, the consultant will hold a Public Information Centre in the Study Area. This Public Information Centre will present the service area, collection system and phasing options and the consultant’s recommendations on preferred options. The Information Centre can be an informal walk-in session with displays summarizing the work completed to date.

Schedule “B” Environmental Screening

Based on the objective of avoiding or minimizing adverse environmental impacts, the Schedule “B” screening process involves public and agency consultation, the preparation of an inventory of the environment potentially affected by the project and an assessment of the impacts of the preferred design, including measures to mitigate any adverse impacts. The following work is required to complete the screening process:

- Environmental Inventories of lands affected by new facilities. The inventory must include the following components:
 - Engineering infrastructure potentially affected by the collection system, including the Provincial Highway 21.
 - Stages 1 Archaeological Assessments of the preferred design
 - Fisheries/terrestrial resources
 - Socio-economic environment, including detailed land use survey in Bluewater and an overview of future land uses, as designated in the County of Huron, South Huron and Bluewater Official Plans and current development applications. Relevant Provincial land use planning and servicing policies will also be considered.
- Impact Assessment of the preferred design, including mitigation measures. The assessment must cover all relevant engineering and environmental considerations

- Public and Agency Consultation. Consultation activities during Phases I and 2 and the environmental screening will include:
 - Preparation of a project Contact List and “Start-up” Notice. The Contact List must be updated throughout the project and include all property owners potentially affected by the project. Bluewater will assist the consultant in assembling a list of property owners
 - Consultation with key stakeholders and agencies, such as the Conservation Authority, MOE and MTO and affected property owners
 - As previously outlined, a Public Information Centre will be held to present the recommended servicing options
 - A second Public Information Centre will be held in to present the recommended design. This Information Centre will consist of a formal presentation followed by a question and answer period.
 - Notice of Completion.
- Schedule “B” Environmental Screening Report and Notice of Completion Reflecting the scale and complexity of the project, a report is recommended instead of a Project File. The report will summarize:
 - Phases 1 and 2, as covered by the Master Plan and work completed for this project review and update
 - Environmental inventories and impact assessment
 - Public and agency consultation
 - Preliminary Design of Collection System.

Preliminary Design

Based on the preferred collection system, phasing and public and agency input, the consultant will prepare a Preliminary Design of the entire collection system, as outlined below.

Although the village of Dashwood is not included in the identified study area, the preliminary design of the Highway 21 Corridor Sewage Collection System for the Municipality of Bluewater (St. Joseph to Grand Bend) must include appropriate pipe and equipment sizing for future inclusion of Dashwood flows into the collection system, if the study recommends that Dashwood should be serviced.

The consultant will be responsible for obtaining appropriate existing information suitable for creating base plans at a maximum scale of 1:2000. Detailed contour information is not required for preliminary design. "Critical point" elevations are needed and to the nearest tenth of a metre at the most.

All plans will contain appropriate vertical control (ie. pipe inverts, slopes, existing ground surface) and appurtenances (i.e., manholes, air release chambers, flushing stations etc.). The preliminary design must:

- Account for all major utilities (watermains, sewers, municipal drains)
- Include basic profiles of all major watercourses (ie. Highway 21 ravines)
- Include a review of possible routing options to connect the sewage collection system to the existing sewage treatment plant serving the Village of Grand Bend. The review of options must include a description of any legislative or other requirements that need to be met to achieve connection to the existing treatment plant, and make a recommendation regarding the preferred method of connection for final design.
- Include an initial assessment of property requirements and/or acquisition and easements for the pipe and pumping stations.
- Develop appropriate pipe and pump station sizing for the future inclusion of flows from the north side of Dashwood if the study recommends that Dashwood should be serviced. Routing options from Dashwood to the collection system are not required.

Pumping station designs shall include:

- Overall site plans
- Major elevation views and cross-sections
- Fundamental pump selection including phasing

For information purposes, the consultant will also obtain a work plan and fee estimate from a geotechnical sub-consultant for the required geotechnical input that will be required for the collection system.

Construction Costs

The consultant will be responsible for preparing construction cost estimates broken down into major area schedule of items and prices. All pumping stations are to be broken down individually based on depth, wet well diameter, internal and external components and metering etc.

9.0 ASSUMPTIONS

The following is a list of general assumptions related to the Proposal submission and the undertaking of this Project following contract award:

- Goods and Services Tax (GST) or the proposed Harmonized Sales tax (HST) shall NOT be included in the submitted price.
- Submissions shall be irrevocable for one hundred-twenty (120) days.
- The consultant will and can provide all services specified in Section B of this RFP.
- The Municipality can rely on the consultant's knowledge of provincial safety regulations and labour laws.
- In addition to the Commercial General Liability and Automobile Coverage specified in Section C, Part 18, proof of Error and Omissions coverage is also required.

10.0 RESOURCE REQUIREMENTS

10.1 Consultant Resources

Proponents must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors including Municipality of Bluewater resource requirements that are assumed to be outside those requirements defined in the document.

10.2 Available Municipal Resources

- i. Within a reasonable time and with reasonable notice, staff required for interviews to collect information.
- ii. All appropriate information, mapping, and documentation relevant to the Project will be made available for viewing and possible copying. The Municipality will have the sole discretion in determining which information is appropriate to be copied and given to the consultant. The consultant is responsible for verifying the accuracy of all information provided by the Municipality.
- iii. The Municipality will assist with the preparation and placing of all advertising and notices and arranging the rental of appropriate facilities. The consultant shall be responsible for these costs.
- iv. Pertinent documents, reports, as well as other resource materials that are relevant to the Class Environmental Assessment and the Preliminary Design of the sewage collection system will be made available. For a complete catalogue of this information, please refer to Appendix 'A' to this RFP.

10.3 Digital Sources of Information

- Mapping is recognized as an important element in the Project. Municipal and/or County GIS application and information as well as aerial photography will be provided to the successful consultant.
- Digital information sources provided to the consultant shall be subject to any terms of the Municipality and/or Huron County Digital Lease Agreement which indicates the ownership of the map data, Municipality and/or County acknowledgements and terms of any third party usage of the information. The terms of the agreement will be included in a form as part of the Project contract.

11.0 MILESTONES AND RESULTS SCOPE OF WORK FOR THE CLASS ENVIRONMENTAL ASSESSMENT AND PRELIMINARY DESIGN

For the purpose of seeking information and input, the Study shall proceed through the involvement of public information centres, questionnaires, surveys and written submissions and shall involve the following parties:

- Residents
- Cottage and Ratepayer Associations
- Community Groups
- Businesses and Developers
- The Chippewas of Kettle & Stony Point First Nation
- Municipality of South Huron
- Ministry of the Environment
- Ministry of Natural Resources
- Ministry of Transportation
- Ministry of Culture
- Ministry of Municipal Affairs and Housing
- Ausable Bayfield Conservation Authority
- Huron County Health Unit
- Huron County Planning Department
- Huron County Highway Department
- Lake Huron Primary Water Supply System Joint Board of Management

The Consultant will be responsible for preparing the Class Environmental Study Report and Preliminary Design relevant to the full scope of services contained in the study outlining the findings, opinions and recommendations for the consideration and adoption of the Municipality of Bluewater Council and shall include:

- Complete Class Environmental Assessment for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater
- Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater
- Provide updated cost estimates associated with the collection system options identified in the ESR and Preliminary Design

The following documents, that are applicable to this Environment Assessment and Preliminary Design, will be made available to the consultant:

- "Municipalities of Lambton Shores, Bluewater and South Huron Grand Bend and Area Sanitary Sewage Servicing Master Plan" – February 21, 2006
- "Grand Bend Sewage Treatment Facility Expansion & Upgrade – Environmental Study Report" – March 2009
- "Grand Bend Sewage Treatment Facility Expansion & Upgrade – Preliminary Design Report" – March 2009
- Any other document that the Consultant and the Municipality deem appropriate.

The phasing of the project time line should include the following steps:

Part I: Background

- Review and finalizing work plan with Steering Committee and staff
- Review of policy, relevant background information and studies
- Design of consultation process with Steering Committee

Part II:

- Consultation with public and stakeholders
- Development of Options
- Public Meetings
- Preliminary Report Review

Part III: Finalization and Adoption of the Class Environmental Study Report and Preliminary Design

- Preliminary implementation strategy (including construction phasing/staging and order-of-magnitude costing of plan components); issues to be resolved in implementation phase
- Presentation to Council and Adoption of the Class Environmental Study Report and Preliminary Design Report

Proposed Timeline Chart

| Parts | Mar 2010 | Apr 2010 – Jan 2011 | Mar 2011 |
|-------|----------|---------------------|----------|
| 1 | ✓ | ✓ | |
| 2 | | ✓ | |
| 3 | | | ✓ |

The deadline for delivery of the Class Environmental Study Report and Preliminary Design Report is prior to **March 30, 2011**.

12.0 INTERIM AND FINAL REPORTING

The successful consultant shall provide, on a monthly basis, a written status report and an accompanying detailed invoice to Brent Kittmer, Municipality of Bluewater, the project lead and main contact. The update must include an outline of the work completed to date, work completed since the last update, and a discussion of how the project is proceeding including any unexpected difficulties. A 'face-to-face' status meeting between Municipal staff and the consultant will occur as required but at a minimum shall take place once a month. The Municipality reserves the right to determine interim and final reporting requirements during the term of the contract as the process unfolds to address specific ongoing needs.

In addition, there will be a minimum of one meeting monthly with the Steering Committee for the duration of the study, including one at the project start, one in Part II to review the preliminary report and reach consensus on the preferred option, and one in Part III to review the draft final report.

The consultant will be expected to facilitate a minimum of two (2) Public Meetings. A Public Information Centre will be held in the Study Area to present the recommended servicing options. A second Public Information Centre will be held in the Study Area to present the recommended design.

The consultant will be asked to present the final Class Environmental Study Report and Preliminary Design report to Bluewater's Municipal Council.

13.0 FORMAL CONTRACT

If a preferred consultant is ultimately selected for service delivery, the consultant shall be prepared to enter into a contract satisfactory to the Municipality that will allow the Municipality the use of concepts, products, processes produced 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 the services for this Project. The standard MEA/CEO Agreement will be acceptable. This Proposal shall constitute part of the terms and conditions of the contract award.

14.0 PRODUCT DELIVERY

1. Delivery date for the Class Environmental Assessment Study Report and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater is **March, 2011**.
2. All documents, maps, plans and documentation developed during the Class Environmental Assessment and Preliminary Design project become the property of the Municipality of Bluewater.
3. All documents, maps, plans and submissions to the Municipality of Bluewater will be provided in digital format suitable for reproduction purposes, and will be owned by the Municipality of Bluewater.
4. All reports, discussion papers and other submissions as required are to be provided to the Municipality to the following:
 - i. 3 copies of a preliminary ESR and Preliminary Design reports
 - ii. 3 copies of the draft ESR and Preliminary Design reports,
 - iii. 3 copies of the final ESR and Preliminary Design reports,
 - iv. 1 electronic copy of the final ESR and Preliminary Design reports that can be used by persons with vision or hearing impairments.

15.0 ROLES & RESPONSIBILITIES

15.1 Consultant

The Consultant's role will be to undertake the Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater and deliver a Class Environmental Assessment Study Report and Preliminary Design Report that satisfies all requirements of the Class Environmental Assessment process as set out in the Environmental Assessment Act. The Consultant will also be open to incorporate any further items that may be identified throughout the proposed process, as may be received by a consultant as part of what they propose is necessary to properly deliver the product needed.

Consultant firm's responsibilities are to:

- Assign a team of individuals with the required skills and expertise to deliver on the project goals and objectives;
- Conduct and complete the work elements as identified within this document;
- Work with assigned Municipality staff in a collaborative and supportive fashion to support skill development opportunities for staff assigned to the project;
- Complete the work elements as outlined in the Key Objectives of the Terms of Reference;
- Design and conduct public input sessions with support of Municipal staff as needed or required;
- Develop and deliver a project process and document that meets project goals, objectives and deliverables;
- Provide monthly updates to the project lead and the Steering Committee;
- Provide comprehensive, innovative and collaborative opportunities throughout the process;
- Ensure public, stakeholder, Department and Corporate Management, and Council involvement in the Class Environmental Assessment and Preliminary Design process and development of recommendations
- Provide itemized project invoices in a timely fashion, on a monthly basis; and
- Provide progress reports, discussion papers, draft and final versions of the Class Environmental Assessment Report and Preliminary Design Report documents in accordance with Section 9 of the Terms of Reference;
- Not exceed project cost;
- Meet project timelines; and
- Provide draft and final versions of the Environmental Screening Report and Preliminary Design Report for the Highway 21 Corridor Sewage Collection System servicing Municipality of Bluewater.

15.2 Municipal Staff

The Municipality's role is to assist in the Class Environmental Assessment and Preliminary Design for the sewage collection system and assist in the delivery of the Class Environmental Assessment Study Report and Preliminary Design Report for the sewage collection system in the Municipality of Bluewater to ensure that project goals and objectives are met.

The Municipality's responsibilities are to:

- Assign Project Lead;
- Assign a Technical Working Group to help meet project goals and objectives;
- Assist in coordination of meetings with the Steering Committee and the general public;
- Provide background materials and data as needed and available;
- Assist to arrange rooms and facilities for meetings, consultations, open houses, etc;
- Provide current contact information for stakeholder groups;
- Provide a webpage for ongoing communication as needed for the project;
- Assist with advertising and communication as needed for the project;
- Meet timelines necessary to achieve project goals and objectives; and
- Consult with the Steering Committee to receive ongoing input and comments.

C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1.0 Improper Delivery.

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

2.0 Signing Requirements.

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer 'D', which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

3.0 Applicable Law.

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
- the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1: Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Municipality is relying on this warranty in its decision to award the contract to the proponent.
- the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 which states:
In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing and Procurement Bylaw of the Corporation of the Municipality of Bluewater, as amended. Copy of the by-law can be obtained from the municipal office if it is required.

4.0 Municipality not liable for RFP costs.

The Municipality is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

5.0 Required Warranties.

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. The prices in this Proposal have been arrived at independently from those of any other submitter of a proposal.
- ii. The prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor.
- iii. No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition.
- iv. This proposal is in all respects fair and without collusion or fraud.
- v. There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. All materials and/or services proposed to be supplied to the Municipality conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
 - a. competent to perform the work described in this RFP ["the work"];
 - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. shall supply everything necessary for the performance of the work;
 - d. shall carry out the work in a diligent and efficient manner;
 - e. ensuring the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the the Municipality of Bluewater as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the Municipality is not required to pay.

6.0 No Obligation to Contract.

Submissions made in response to this RFP do not constitute the acceptance of a contract with the Municipality. Submissions constitute offers that the Municipality may or may not accept at its sole discretion.

The Municipality further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services.

The Municipality also reserves the right to waive irregularities and technicalities and to do so at its sole discretion. The Municipality further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Municipality in the opinion of the Municipality.

The Municipality reserves the right to include consideration of any outstanding claims against or by the Municipality, any record of poor performance with the Municipality and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Municipality.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole discretion of the Municipality and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Municipality including but not limited to those set out herein.

The Municipality reserves the right to reject an offer to supply goods and services presented in response to the Municipality's procurement processes where the Municipality determines that the person making the offer is in any way indebted to the Municipality and in its sole discretion is of the opinion that it is in the Municipality's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Municipality may, at any time prior to the completion of the services, terminate this Agreement by giving sixty (60) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Municipality.

7.0 Contract Payments.

Unless otherwise specified, should the Municipality enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Municipality, or the date on which the invoice is received, whichever is later.

The consultant will be required to provide the necessary documentation to support changes due to the implementation of the new HST. Payments after July 1, 2010 will not be made without the necessary HST support documentation."

8.0 Limitation of Liability

Unless otherwise agreed, should the Municipality enter into a contract relating to the Project, 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.

9.0 Dispute.

In cases of dispute as to whether or not deliverables meet the requirements of the Municipality, the decision of such agent as the Municipality may appoint will be final and binding.

10.0 No Assignment.

Unless otherwise agreed, should the Municipality enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Municipality, assign or subcontract any aspect of the Project or the deliverables.

11.0 Fit for Use.

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are set out in the documents.

12.0 No implied Waiver.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

13.0 Governing Law.

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

14.0 Force Majeure.

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

15.0 Deemed Satisfaction as to Submission.

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Municipality based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

16.0 Default under Project.

In case of a default of performance of the Project, the Municipality reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

17.0 Title and IP Right to the Work.

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Municipality upon delivery and acceptance thereof by or on behalf of the Municipality.

The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Municipality of the work and shall not relieve the successful proponent of its obligation to perform the work.

An indemnification clause such as set out in the MEA/CEO Agreement is acceptable.

18.0 Insurance.

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of bids submitted.

Policies shall be in a form satisfactory to the Municipality and shall be kept in full force during the complete period. The Municipality shall be named as an additional Insured on the Commercial General Liability policy and any successful proponent shall provide evidence of all insurance coverage required by providing an Insurance Certificate in a form acceptable to the Municipality and proof of WSIB coverage, before the Municipality shall enter into a contract in relation to this RFP.

19.0 Enforcement.

Any successful proponent will have to enter into a legally binding agreement with the Municipality. The MEA/CEO Agreement is acceptable. Where any breach of the terms of that agreement should occur, the Municipality shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Municipality including lawsuit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of choice of the Municipality in any such legal process.

20.0 Opening Process.

Only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.

21.0 Privacy and Freedom of Information.

All submissions and attached materials received in response to this RFP are deemed to be the property of the Municipality of Bluewater as of the date of their submission except to the extent they are protected as third party material under applicable privacy law.

The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Municipality. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Municipality shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- The cover letter to the tender, quotation, or proposal;
- The table of contents;
- The lists of figures, tables, and appendices; and
- Any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Municipality cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

D. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under

Request for Proposal for a ***“Class Environmental Assessment and Preliminary Design for the Highway 21 Corridor Sewage Collection System in the Municipality of Bluewater (St. Joseph to Grand Bend).”*** to Corporation of the Municipality of Bluewater according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the Municipality of Bluewater.

I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the Municipality of Bluewater for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

WITNESS _____ **SIGNED** _____

OR **NAME** _____

(Affix Company Seal if applicable) **TITLE** _____

COMPANY _____

ADDRESS _____

CITY/PROVINCE _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

EMAIL . _____

E. CONTACT INFORMATION & REFERENCES

Company contact information

CONTACT PERSON

E-MAIL ADDRESS

REGULAR PHONE NUMBER

EMERGENCY PHONE NUMBER

References provided by the proponent will be used to determine whether past performance on similar contracts has been satisfactory.

MUNICIPALITY / COMPANY

NAME

TITLE

EMAIL

PHONE NUMBER

MUNICIPALITY / COMPANY

NAME

TITLE

EMAIL

PHONE NUMBER

MUNICIPALITY / COMPANY

NAME

TITLE

EMAIL

PHONE NUMBER
