



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
REQUEST FOR PROPOSAL

CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN  
FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT

RFP #2018-EDW-49

PLEASE PRINT:

---

Name of Firm

---

Address

Postal Code

---

Telephone Number

Fax Number

---

Name of Person Signing for Firm

---

Name of Contact Person

---

Email Address for Contact Person

Company Web site

Closing August 30, 2018, at 2:00:00 P.M. Local Time

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR WATER,  
WASTEWATER AND STORMWATER MANAGEMENT

TABLE OF CONTENTS

	<u>Page No.</u>
	3
Part "A"	4-10
Part "B"	11-26
Part "C"	27-49
Part "D"	50-52
Part "E"	53-57

ATTACHMENTS AND APPENDICES:

Appendix 1 – Background Documents

Bidders: Mandatory Requirements:

Bidders who have downloaded this document from the County's website are required to register with The Corporation of the County of Prince Edward, prior to proposal submission, failure to register with the County will result in your proposal being rejected – no exceptions.

In order to register, please send your contact information to the following:

Patti White, Purchasing Clerk  
The Corporation of the County of Prince Edward  
by email: [pwhite@pecounty.on.ca](mailto:pwhite@pecounty.on.ca) or  
by fax: 613-476-7622

Please be sure to indicate which tender your firm is registering for i.e. #2018-EDW-49

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR WATER,  
WASTEWATER AND STORMWATER MANAGEMENT

DEFINITIONS AND INTERPRETATIONS

**1. PURCHASING BY-LAW:**

PROPOSALS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures (copy available upon request). By submitting a PROPOSAL each PROPONENT agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

<http://www.thecounty.ca/county-government/departments/purchasing-/>

**2. INTERPRETATION: THE FOLLOWING RULES OF INTERPRETATION APPLY:**

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this REQUEST FOR PROPOSAL denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".
- d) The terms "Proponent" and "Consultant" in this document shall be interpreted as the party submitting the proposal and may be used synonymously throughout.
- e) The terms "Request for Proposal" and "Terms of Reference" in this document shall be interpreted as this document, which outlines the requirements of the above noted project, and may be used synonymously throughout.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

1) REQUEST FOR PROPOSAL PURPOSE

The Corporation of the County of Prince Edward or “The County” is a thriving island community located approximately 2½ hours east of Toronto. The County is a single tier municipality of over 392 full and part time employees that serve approximately 24,000 permanent residents and over 490,000 summer visitors.

The purpose of this Request for Proposal is to invite qualified professional engineering firms to submit proposals for professional engineering services for the preparation of a “MASTER SERVICING PLAN FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT” for the Village of Wellington in the County of Prince Edward.

The project is to undertake a master servicing study, within a Schedule ‘B’ Municipal Class Environmental Assessment and is to include:

- a) Review of the existing and forecasted water demands, identify and evaluate alternatives to upgrade and modify the existing water treatment plant, water storage tank and distribution system to meet those needs
- b) Review of the existing and forecasted wastewater flows, identify and evaluate alternatives to upgrade and modify the existing wastewater treatment plant, sewage pumping stations and collection system to meet those needs
- c) Review of the immediate and future developments and their impacts on stormwater quantities and quality, identify and evaluate stormwater management alternatives for conveyance from source to Lake Ontario

The Work will include all necessary fieldwork/investigations and data collection, public consultation points, coordination with public, agencies and First Nations, and reporting. Fieldwork may include site visits to the various facilities and infrastructure, natural environmental impact assessments, archaeological assessments, cultural heritage assessments and any other investigations required to carry out the Class Environmental Assessment.

This RFP provides detailed information for Proponents who have the necessary qualifications and experience to fulfill the requirements of the RFP. Please read it carefully.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

2) PROPOSAL DELIVERY & OPENING

- a) PROPOSALS made on the forms provided must be submitted in a sealed package, clearly marked 2018–EDW-49 and must be submitted to the following address to the attention of the following individual prior to 2:00:00 p.m., Local Time, August 30, 2018 (the “deadline for submission”). PROPOSALS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department  
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
332 Main Street,  
Picton, ON K0K 2T0

Attention: Patti White, Purchasing Clerk

USE RETURN “LABEL” (page) PROVIDED IN THIS TENDER  
PACKAGE

(Tape or glue it to the front of your submission envelope)

- b) PROPONENTS shall submit one Technical Proposal marked “original” and two (2) additional copies sealed in an envelope clearly marked as Envelope A. Do not include in Envelope A any information related to the Fixed Fee. The package must include the signed Proposal sheet and any forms provided in the Request for Proposal document to be completed by the Proponent such as Addendums.

Provide one Financial Proposal marked “original” and two (2) additional copies sealed in an envelope clearly marked as Envelope B. Both sealed Envelopes A and B are to be placed in a sealed package.

Also include one (1) electronic CD/DVD/USB version of the Proposal.

- c) In the event that the PROPOSAL (comprising of the Technical and Financial Proposals) are too large for to fit into separate envelopes, the PROPOSAL shall be sealed in boxes/cartons clearly marked with the CONTRACT number

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

and description, and with the label "Envelope A" and "Envelope B" in separate cartons.

- d) The use of the mail or courier services for delivery of a PROPOSAL will be at the risk of the PROPONENT.

In the event that the PROPOSAL is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- e) Note: Since PROPOSALS must be submitted in sealed envelopes, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.
- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of PROPOSALS, and all PROPOSALS and accompanying documents submitted by the PROPONENT become the property of the MUNICIPALITY and will not be returned. There will be no payment to PROPONENTS for work related to and materials supplied in the preparation, presentation and evaluation of any PROPOSAL, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- g) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any PROPONENT, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any PROPOSAL, or by reason of any delay in the acceptance of any PROPOSAL.
- h) PROPOSALS will be opened at a public proposal opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 3<sup>rd</sup>. Floor, Picton, Ontario and PROPONENTS are invited to attend. Only the names of the PROPONENTS and their compliance status will be read out at the opening. No additional information will be disclosed at that time. Requests for information as disclosed at the public opening shall be in writing, directed to the individual indicated in Part A of this RFP.

**3) PROPOSAL SUBMISSION**

- a) Submission of a PROPOSAL will constitute acceptance of all provisions contained in this RFP on the part of all PROPONENTS.
- b) When submitting a PROPOSAL, PROPONENTS must ensure that all areas of this RFP that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

Schedule of Prices. Failure to do so may result in the incomplete PROPOSAL being rejected.

- c) If a PROPOSAL does not conform in every detail with the Terms of Reference attached to this RFP as Part C, the PROPONENT is required to explain the deviation in the PROPOSAL.
- d) All PROPOSALS must be made upon the Form of Proposal/Agreement to Contract attached to this RFP as Part D.
- e) The PROPOSAL must bear an original signature of an authorized signing officer of the PROPONENT or the PROPOSAL may be rejected. If a joint PROPOSAL is submitted it must be signed by signing officers of each of the joint PROPONENTS.
- f) PROPOSALS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. PROPOSALS must be legible, written in ink, or by typewriter/printer. PROPOSALS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- g) None of the conditions contained on the Proponent's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a PROPOSAL must be initialled or noted by the PROPONENT or the PROPOSAL may be deemed as IMPROPER and may not be considered.

<b>4) INQUIRY</b>
-------------------

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk, Municipality of Prince Edward County at: (613) 467-2148 ext. 1506, or by email to [pwhite@pecounty.on.ca](mailto:pwhite@pecounty.on.ca). Inquiries of a technical nature will be forwarded on to appropriate staff through the Purchasing Clerk for a response which will be provided in the form of an addendum. A fax cover sheet, entitled "Questions for Clarification" is included for the PROPONENT'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the PROPOSAL. Oral arrangements or discussions cannot be relied upon.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

- c) If during the period prior to submission of PROPOSALS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the REQUEST FOR PROPOSAL requires formal amendment or clarification, written addenda to this REQUEST FOR PROPOSAL will be produced and distributed to all known PROPONENTS. In that case, the PROPOSALS shall identify the addenda and indicate how they respond to them. The PROPONENT shall list and attach any addenda that were considered when the PROPOSAL was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the PROPOSAL being deemed as IMPROPER.
- d) PROPONENTS attempting to contact MUNICIPAL staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the PROPOSAL or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-proposal meeting of all PROPONENTS and MUNICIPAL staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) Although the Corporation of the County of Prince Edward will make every reasonable effort to ensure a PROPONENT receives all addenda issued, it is the PROPONENT'S ultimate responsibility to ensure all addenda have been received.
- f) All references to PROPONENTS include all staff from the proposing organization as well as all Proponents and sub-contractors that the proposing organization may hire to supply the SERVICES.
- g) A proponent may submit a question by fax, and request that the question and answer not be circulated to other proponents. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the proponent's request, and will notify all interested proponents of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all proponents, the inquiring proponent will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a proponent's unique proposal strategy, The Corporation of the County of Prince Edward will honour the proponent's request and respond only to the inquiring proponent.



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

5) PROPOSAL CONTENT

PROPOSALS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the PROPONENT. A blank title page is provided as part of this RFP.
- b) A completed and executed Form of Proposal - Agreement to Contract and Schedule of Prices, attached to this RFP as Part D.
- c) Reference list, attached to this RFP as Part E. PROPONENTS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- d) A detailed information package, clearly identifying each item as outlined in Part C of this RFP.

If any of the above information (items (a) through (d) inclusively) is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the PROPOSAL in its entirety.

6) PROPOSAL EVALUATION

PROPOSALS will be evaluated on the basis of information provided by the PROPONENT at the time of the submission as well as the previous experience of the PROPONENT in this marketplace.

The County may contact PROPONENTS for interviews. The MUNICIPALITY may ask PROPONENTS to provide further information or clarification on the contents of their PROPOSAL or may be required to confirm statements on capacity, capability or costs.

PROPOSALS will be evaluated and scored based on the information supplied in accordance with Part C, as well as the following requirements:

Refer to Part C Section 3.0 for the proposal evaluation criteria.

7) ACCEPTANCE OF TERMS

Each PROPONENT, by submitting a PROPOSAL, represents that the PROPONENT has read, completely understands, and accepts the terms, conditions, and terms of reference of the RFP in full.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART A - INSTRUCTIONS TO PROPONENTS

8) SITE VISIT

A nonmandatory site visit to the water and wastewater facilities have been set for August 16 at 10:00 AM. The location of the water and wastewater facility is at 459 and 461 Wellington Main Street, Wellington, Ontario.

The site visit will start at the water treatment plant – located at 459 Wellington Main Street.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

**1) INTENT**

- a) The intent of this RFP is to secure one PROPONENT for all SERVICES, for all departments and/or agencies but the MUNICIPALITY reserves the right to choose more than one PROPONENT.

**2) ACCEPTANCE**

- a) As soon as practicable after opening the PROPOSALS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a PROPOSAL will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a PROPOSAL. Acceptance of a PROPOSAL by the MUNICIPALITY shall bind the PROPONENT to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
- i) The contract for services
  - ii) the RFP;
  - iii) and the Proponent's PROPOSAL.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, for example, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen PROPOSAL, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a PROPOSAL in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all PROPOSALS. The MUNICIPALITY may choose to accept a part (out of the scope listed in Part C – e.g. Part I, II, III, IV, V) or a combination of parts from the PROPOSAL, as it suits their needs and project budget. PROPONENTS must submit a price for each Part (Part I, II, III, IV, V), using the Form of Proposal/Agreement in Part D. There shall be no requirement of this RFP, implied or otherwise, that the PROPOSAL representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFP process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). PROPONENTS must submit their PROPOSALS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFP.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the PROPOSAL, and to award CONTRACTS to one or more PROPONENTS; to accept or reject any PROPOSAL in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) PROPOSAL on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All PROPOSALS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the PROPOSALS and for the investigation of the PROPONENTS.
- h) Upon acceptance of a PROPOSAL, (or any part of it), by the MUNICIPALITY, the successful PROPONENT shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a PROPOSAL (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful PROPONENT, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative PROPONENT or revise and reissue this RFP or cancel this RFP. If the MUNICIPALITY exercises such right, the successful PROPONENT has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) No PROPOSAL shall be accepted from any person or PROPONENT who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

<b>3) PROPONENT ELIGIBILITY</b>
---------------------------------

- a) PROPONENTS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any PROPONENT who cannot provide the following, when requested by the MUNICIPALITY:

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

- i) proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
  - ii) The Consultant Project Team will consist of professional and technical staff with the required experience to carry out the tasks required by this REQUEST FOR PROPOSAL; or
  - iii) adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT.
  - iv) evidence of sufficient professional liability insurance.
  - v) The successful Consultant will be a firm of Consulting Engineers with a Certificate of Authorization in the Province of Ontario.
  - vi) The Consultant's Primary Contact and Project Manager for this project shall be a Professional Engineer licensed to practice in the province of Ontario, with a minimum five (5) years professional experience in water and sewer infrastructure design and project management.
  - vii) The Consultant Project team will include staff and sub-consultants with Ontario professional accreditation and experience in the following fields as a minimum: Civil Engineering; Geotechnical Engineering; and other professional staff as required.
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any PROPONENT prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any PROPONENT OR PROPOSAL based on the information obtained.

This PROPOSAL is made by the PROPONENT without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a PROPOSAL for the same SERVICES, and is in all respects fair and without collusion or fraud.

- c) The PROPONENT must declare all and any conflicts of interest, to its knowledge, including:
- Where the Proponent has direct or indirect financial interest in any matter in which the County is concerned that would give rise to an actual or potential conflict of interest
  - Where the Proponent is engaged in any other projects or is providing services to any other client that would give rise to an actual or potential conflict of interest, including work for developers that own property in the Village of Wellington

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

- Where the Proponent is engaged in any direct or indirect beneficial interest, whether financial or otherwise with any other Consultant/Company retained by the County
- Where an official or employee of the County has any direct or indirect beneficial interest, whether financial or otherwise, in the Proponent, or in their performance of the Services;

4) ASSIGNMENT

- a) The PROPONENT shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the PROPONENT will be an independent SUPPLIER and that all services will be performed by the employees or agents of the PROPONENT. Sub-contracting agreements made by the PROPONENT will not release the PROPONENT from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium PROPOSALS must have one prime PROPONENT who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Proponent's partners, sub-contractors or suppliers in the event the prime PROPONENT defaults on its responsibilities. The prime PROPONENT must communicate such to its partners, sub-Contractor and suppliers. The prime PROPONENT must also provide the MUNICIPALITY with a written statement outlining function components that the sub-Contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-Contractors.

5) INDEMNIFICATION

- a) The PROPONENT agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the PROPONENT also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the proponent's failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the PROPONENT, pursuant to the CONTRACT.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

- b) The PROPONENT shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

**6) CHARACTER OF WORKERS**

- a) The reference to "workers" refers to workers of the PROPONENT and its sub-Contractor's (if any), and includes Corporate Officers.
- b) The PROPONENT agrees to employ only orderly, competent, and skillful workers. Whenever the MUNICIPALITY informs the PROPONENT in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the PROPONENT will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

**7) PROJECT SITE WORKING CONDITIONS**

It is the PROPONENT'S responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

**8) PATENTS AND COPYRIGHTS**

- a) The PROPONENT shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The PROPONENT shall pay all royalties and patent license fees required for the SERVICES.
- c) If the SERVICES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the PROPONENT shall either secure for the MUNICIPALITY the right to continue using the SERVICES or shall, at the Proponent's sole expense, replace the infringing SERVICES with non-infringing SERVICES or modify it so that the SERVICES no longer infringes.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

**9) ERRORS AND OMISSIONS OF THE PROPONENT**

Errors, mistakes, or omissions made by the PROPONENT, its agents, employees, or workmen shall be rectified by the PROPONENT at its sole expense.

**10) TERMS OF PAYMENT**

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this RFP as Part D, the MUNICIPALITY will accept up to one billing per month for 100 percent of the identified value of each fully completed element of the Milestones identified on the Time-Task Matrix. Invoices will be payable by the MUNICIPALITY 30 days after they are received.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the PROPONENT from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the PROPONENT of the final payment shall constitute a waiver of claims by the PROPONENT against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the PROPONENT any amount sufficient to remedy any defect or deficiency in the SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the PROPONENT resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

**11) UNPAID ACCOUNTS**

The PROPONENT must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

12) CHANGES IN THE SERVICES

Proposed changes to the Contract can be initiated in writing by the Municipality to the Proponent. The Consultant will advise the Project Team of any impact on the time schedule and budget or any other implications of the proposed changes. Such changes, if approved will be incorporated into the Contract by formal Change Order. No changes required by the Proponent to remedy errors or other problems attributable to shortcomings of the Proponent, including persons employed or supervised by him, shall entitle him to additional fees. The Consultant shall not be compensated beyond the upset limit unless the Municipality provides written approval.

13) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion; non-performance of the CONTRACT, including the level of quality of SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the PROPONENT fails to provide a required deliverable thirty (30) working days past the project schedule, unless otherwise discussed and agreed upon by the MUNICIPALITY or where the delay is due to waiting for the MUNICIPALITY'S review comments or information. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the PROPONENT fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any PROPONENT for breach of the terms and conditions of this RFP or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated PROPONENT as the Bidder or PROPONENT on future quotations, tenders or requests for proposal or as a sub-trade to a Bidder or PROPONENT on future competitions (quotations, tenders, or proposals) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified PROPONENTS in any future quotation, tender or requests for proposal.

14) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the PROPONENT must be satisfied as to the full requirements of the RFP. No claims for extra work

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

or SERVICES will be entertained and any additional SERVICES must be authorized in writing prior to commencement. Should the PROPONENT require more information or clarification on any point, it must be obtained prior to the submission of the PROPOSAL.

- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, prior to delivery or completion of the SERVICES, the appropriate increase or decrease in the price of the SERVICES, shall be made to compensate for the change as of the effective date.
- c) The PROPONENT shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SERVICES save and except the Harmonized Sales Tax where applicable.
- e) The price written in the Form of Proposal/Agreement (Part D) prevails in cases of discrepancies between the prices shown in the Form of Proposal/Agreement and in the PROPONENT'S Time Task. The MUNICIPALITY may make necessary corrections to any PROPOSAL that is in error through addition or extension that is obvious and discernable from the PROPONENT'S Time Task; the corrected value prevailing, and all PROPONENTS shall be bound by such corrections.
- f) Prices shall be firm and shall include all federal excise tax, duty, and shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the Proposal form.

15) DISCLOSURE
----------------

- a) Total prices will only be made available if provided to the MUNICIPALITY'S Council in a public report.
- b) Submissions of PROPOSALS as a result of this RFP are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- c) Release of information contained in the PROPOSAL may be requested by anyone under the MFIPPA unless they contain either a trade secret or

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

information that if disclosed would result in harm to the PROPONENT. This would include scientific, technical, financial or labour relations information.

- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- e) To prevent the release of information the PROPONENT must state that the PROPOSAL is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

<b>16) WITHDRAWAL OR QUALIFYING OF PROPOSALS</b>
--

- a) If, after submission of a PROPOSAL, a PROPONENT receives an addendum issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that PROPOSAL, the PROPONENT shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it. The envelope shall include the following information: Proponent's name (or company name under which the original PROPOSAL was submitted), the appropriate competition document reference and the addenda number.
- b) If after submission of a PROPOSAL, a PROPONENT receives an addendum issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the PROPONENT, the PROPONENT shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A PROPONENT who has already submitted a PROPOSAL may submit a further PROPOSAL at any time up to the deadline for submission. The last PROPOSAL received shall supersede and invalidate all PROPOSALS previously submitted by that PROPONENT for this RFP.
- d) A PROPONENT who has submitted a PROPOSAL may request that its PROPOSAL be withdrawn. (Adjustments or corrections to a PROPOSAL submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

**17) CONTRACT CANCELLATION**

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the PROPONENT shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the PROPONENT for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the PROPONENT fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

**18) LAWS AND REGULATIONS**

The PROPONENT shall comply with relevant federal, provincial, and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The PROPONENT shall be responsible for ensuring similar compliance by its suppliers and sub-consultants. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

**19) DEFAULT BY PROPONENT**

- a) If the PROPONENT: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the PROPONENT makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the PROPONENT: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the PROPONENT, terminate the CONTRACT.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
  - i) withhold any further payment to the PROPONENT until the completion of the SERVICES or SERVICES and the expiry of all obligations under the CONTRACT; and
  - ii) recover from the PROPONENT any loss, damage and expense incurred by the MUNICIPALITY by reason of the Proponent's default (which may be deducted from any monies due or becoming due to the PROPONENT).

<b>20) DECLARATIONS</b>
-------------------------

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFP, has any interest in this PROPOSAL or in the CONTRACT.
- b) I/We further declare that this PROPOSAL is made without any connection, knowledge, comparison of figures or arrangement with any other PROPONENT, firm or person making a similar PROPOSAL and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the PROPOSAL are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed SERVICES, as well as all the terms of reference relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the PROPOSAL, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this PROPOSAL.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

- f) I/We agree that this PROPOSAL is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this PROPOSAL of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the PROPOSAL closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this PROPOSAL whether any other PROPOSAL had been previously accepted or not.

**21) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS**

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFP. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for PROPONENTS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

**22) MULTIPLE PROPOSALS**

The RFP outlines minimum or base requirements only. The PROPONENT is free to offer alternative methodology. Each ALTERNATIVE must comply with the intent of this RFP and be complete in all respects, with point by point responses to all relevant sections, including pricing and schedules.

For comparison purposes, each PROPONENT shall submit a complete response that meets the base requirements. PROPOSALS that do not address the base requirements shall be rejected.

Multiple PROPOSALS from any one PROPONENT will be acceptable provided the following conditions are met:

- each PROPOSAL must be packaged separately.
- each PROPOSAL shall be dealt with separately and shall be subject to the requirements of the RFP.

**23) INVOICING**

The consultant shall provide a financial report with each invoice. It shall include a written status report of the work accomplished to date and comment if the project is on schedule.

The Municipality shall provide an invoice and Financial Reports Template to the Consultant for the Consultant's use. The Consultant shall utilize the templates for all payment requests. The templates will include, but not be limited to the following information:

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

The project name, number and the Projects Managers name shall be clearly shown on the invoice. Each invoice will contain a Time–Task breakdown with the name of each employee, position, hours of work, charge-out rates, expenses and disbursements.

The Consultant shall advise the Municipality in writing of any potential impacts to the contract amount as soon as possible after they are evident.

The Consultant shall invoice the Municipality no more frequent than once per month at established milestones based on the Time-Task Matrix. Only once a milestone is completed shall it be invoiced. Partial completion of a milestone shall not be invoiced. The invoice shall be in the form of an electronic copy to the Accounts Payable Clerk via "[invoice@pecounty.on.ca](mailto:invoice@pecounty.on.ca)" OR a hard copy to the Accounts Payable Clerk, unless noted otherwise.

24) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

Professional Liability Insurance

The Consultant will obtain and maintain in full force and effect during the term of this contract, Professional liability insurance acceptable to the County in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this contract. It shall indemnify and save harmless the Corporation of the County of Prince Edward (County) from all suits and actions resulting from negligence.

Commercial General Liability Insurance and Automobile Liability Insurance

The Consultant will obtain and maintain in full force and effect during the term of this contract Commercial General Liability (CGL) Insurance and Automobile Liability Insurance (for owned and none-owned vehicles), each in a minimum amount of two million dollars (\$2,000,000) for each claim, which shall indemnify and save harmless the County from all suits and action from damages and costs to which the County maybe put by reason of injury to or death of person and damages to property resulting from negligence, carelessness or any other circumstances caused by the Consultant which may arise in the performance of this work.

The insurance policy shall:

- (a) include as an additional insured "The Corporation of the County of Prince Edward" in respect of and during the provision of services by the Consultant pursuant to this contract;
- (b) Provide to the County, 30 days prior notice of any alteration, cancellation or change in policy terms which reduces coverage.

Workplace Safety & Insurance Board

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.

Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work.

#### Health and Safety

The Consultant shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Consultant awarded the contract will complete the County of Prince Edward Contractor Accountability Health and Safety forms.

25) ACCESSIBILITY
-------------------

#### Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS

5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

[Accessforward.ca](http://Accessforward.ca)

In addition, the Consultant shall provide alternate AODA compliant formats of project documents if requested by the County.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART B – STANDARD TERMS AND CONDITIONS



Accessibility for Ontarians with Disabilities Act (AODA)  
Accessible Customer Service Training

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

I acknowledge that all staff employed by \_\_\_\_\_ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a Service Ontario video/ on-line training course outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: \_\_\_\_\_

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

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

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.0 Scope of Consulting Services

The Municipality of Prince Edward County invites Proposals from qualified engineering consulting firms to complete a Master Servicing Plan (MSP) for Water, Sanitary and Stormwater Services in the Wellington Urban Centre. The objective of the MSP is to develop comprehensive short and long-range servicing strategies to improve existing system capacities and to accommodate anticipated residential/commercial development in accordance with the 2015 Wellington Urban Centre Secondary Plan.

The County is requesting the services of a consulting engineering firm to develop a Water, Wastewater and Stormwater Management Master Plan following Phases 1 and 2 of the Municipal Class Environmental Assessment (EA) Master Plan process. The MSP will form the servicing strategy for the design and operation of the Municipality's water, sanitary and storm systems to the year 2045. The MSP is to examine the existing system and identify the infrastructure improvements necessary to service the immediate and full build-out planned development, as well as a holistic approach with Wellington as the regional centre for water supply. This will provide a framework for implementing infrastructure improvements on a Village-wide basis and provide input to the annual capital and operating budgets. The MSP shall be integrated with the growth projections of the Secondary Plan and shall align with other planning/engineering documents and resources.

The project shall generally consist of undertaking a master servicing study, and is to include:

- a) Review of the existing and forecasted water demands, identify and evaluate alternatives to upgrade and modify the existing water treatment plant, water storage tank and distribution system to meet those needs
- b) Review of the existing and forecasted wastewater flows, identify and evaluate alternatives to upgrade and modify the existing wastewater treatment plant, sewage pumping stations and collection system to meet those needs
- c) Review of the immediate and future developments and their impacts on stormwater quantities and quality, identify and evaluate stormwater management alternatives for conveyance from source to Lake Ontario

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

The scope of work also includes undertaking the public, agency and First Nation consultation, and necessary desktop and field investigations to satisfy Phase 1 and 2 of the Municipal Class Environmental Assessment requirements. The Master Plan study will identify alternatives to follow the Master Plan Process of the Municipal Class EA, including identification of the appropriate schedule of undertaking (Schedule A, B or C Projects). The consultant shall undertake the Master Planning Process approach, where a Master Plan Document is prepared at the conclusion of Phases 1 and 2 of the Municipal Class EA process where the level of investigation, consultation and documentation satisfy the requirements for Schedule B projects. The final public notice of the Master Plan could become the Notice of Completion for the Schedule B projects within it. Any Schedule C projects are required to fulfill Phases 3 and 4 of the Municipal Class EA process prior to preparing an Environmental Study Report for public review. The Master Plan would therefore provide the basis for future investigations for the specific Schedule C projects identified within it.

The scope of work has been broken down into different parts as shown below:

- Section 1.3: Part I – Common scopes for all three services (e.g. project initiation meeting, PICs)
- Section 1.4: Part II – Wellington Water Treatment Plant and Water Infrastructure
- Section 1.5: Part III – Wellington Wastewater Treatment Plant and Sanitary Infrastructure
- Section 1.6: Part IV – Wellington Stormwater Management Infrastructure
- Section 1.7: Part V – Wellington Regional Water Supply Centre Holistic Approach Feasibility Study

Section 1.1 and 1.2 provide background information on the existing systems and backup documentation to assist with the preparation of the proposal and the Master Servicing Plan.

<b>1.1 Available Background Documentation &amp; Reference Materials</b>
---

The following background documents and reference materials are available on the County website:

- 1) Wellington Urban Centre Secondary Plan and Appendices

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- 2) The Corporation of the County of Prince Edward Drinking Water Services Operational Reports (2013-2017)
- 3) The Corporation of the County of Prince Edward Wastewater Services Operational Report 2017
- 4) Sanitary Sewer Use By-Law 1803-2006

The following background documents and reference materials are available in the RFP Appendices.

- 1) Drinking Water Service Operational Reports – 2017 – Annual and Municipal Summary Reports for all water facilities
- 2) Wellington Drinking Water System – Drinking Water Works Permit
- 3) Wellington Urban Boundary and proposed developments
- 4) Wellington Environmental Assessment For Long Term Water Supply – Environmental Study Report – TSH July 1994
- 5) Addendum To Environmental Study Report for the Environmental Assessment For Long Term Water Supply – TSH Sept 1994
- 6) Village of Wellington – Report on Water and Sewage Works Systems – TSH 1988
- 7) Village of Wellington – Report on the Water Distribution System Needs Study – MOE Lifeline Programme No. 27-0061-01 – TSH 1989
- 8) Wellington Water Treatment Plant – Preliminary Design Report – TSH 1994
- 9) Water Treatment Plant Upgrades For Wellington, Picton and Ameliasburgh Plants – Final Design Brief – TSH 2003
- 10) Wellington Water Treatment Plant Engineer’s Report – TSH 2001
- 11) Wellington Water Tower Drawings
- 12) Wellington Water and Sanitary Sewer Model Screenshots
- 13) Wellington WWTP System Description – G&S 1981, PEC adapted 2017
- 14) Wellington WWTP flows (2013-2018)
- 15) Wellington Sanitary Sewer Model – Capacity Analysis for Proposed Development – RVA 2018
- 16) Maps showing County owned land in Wellington
- 17) Long Term Population, Housing, and Employment Forecast and Capital Needs Assessment – Watson and Associates 2013
- 18) County of Prince Edward 2017 Development Charges Background Study – Watson and Associates 2017
- 19) Water and Wastewater Rates & Connection Charges Ad-hoc Committee Recommendations to Council – Committee of the Whole - June 15, 2017
- 20) Picton Water Treatment Plant Intake Replacement Project – Phase 1 & 2 Class Environmental Assessment Report - April 2014

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- 21) Rates, Rules and Regulations for Supply of Water and Sanitary Sewage Service in the County of Prince Edward By-Law 4018-2017

Other information and documents will be made available to the successful proponent once the project commences:

- 1) Wellington Water Model (InfoWater) and Sanitary Sewer Models (PCSWMM)
- 2) GIS Lidar information
- 3) Developer servicing and conceptual design reports

**1.2 Background Information**

The Village of Wellington is one of the fastest growing Villages in the County of Prince Edward. It has a permanent population of 2,005 people (Wellington Secondary Plan 2013). Its main economic driver is tourism and the Village is experiencing a steady increase in residential development interests. Based on the Secondary Plan, the growth projection is approximately 10,000 permanent population to 2045. As part of the scope of work, the successful consultant will need to also consider residential equivalency (commercial/industrial) and seasonal population.

The Village of Wellington is part of a single tier municipality, with all of its infrastructure owned and operated by the Municipality of the County of Prince Edward. The services include:

- A. Wellington Water Treatment Plant & Water Infrastructure
- Wellington Water Treatment Plant rated for 2,488 m<sup>3</sup>/day with intake in Lake Ontario
  - Elevated Water Storage Tank of 568 m<sup>3</sup>
  - Approximately 15 km of watermain

The Wellington WTP is a Class 2 facility constructed in 1996 and utilizes direct filtration for a rated capacity of 2,488 m<sup>3</sup>/day. The plant serves approximately 889 connections with a (permanent and seasonal) population of 2,384 and treats an average 791 m<sup>3</sup>/day. The Lake Ontario raw water intake system consists of a 1.5mx1.5m timber crib structure and 1,475 m of 500 mm diameter HDPE intake pipe. The facility includes an on-site twin celled chlorine contact tank and reservoir with a capacity of 1,300 m<sup>3</sup>.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

B. Wastewater Treatment Plant & Sanitary Infrastructure

- Wellington Wastewater Treatment Plant rated for 1,500 m<sup>3</sup>/day
- two (2) sewage pumping stations
- Approximately 13 km of gravity sanitary sewers
- Approximately 1 km of forcemains

The Wellington WWTP is an extended aeration facility constructed in 1968 with a rated capacity of 1,500 m<sup>3</sup>/day and treats an average 779 m<sup>3</sup>/day. The sanitary sewer collection system includes two pumping stations located at the southern ends of Belleville Street and Wharf Street. According to the existing CofA, the Belleville St SPS is equipped with two (2) submersible sewage pumps, each rated at 30.3L/s at 13.7m TDH; and the Wharf St. SPS is equipped with two (2) submersible sewage pumps each rated at 34.1L/s at 11.6m TDH.

C. Stormwater Management Infrastructure

The existing stormwater infrastructure consist of above grade swales/ditches and entrance culverts and local stormsewer along Wellington Main Street road allowance that discharge to Lane Creek and Lake Ontario. The local stormsewers were intended for road drainage only.

The County does not have existing design guidelines nor a stormwater management plan to regulate the design and management of the stormwater infrastructure in Wellington. As such, the Ministry of the Environment, Conservation and Parks (MECP) stormwater design guidelines, Quinte Conservation discharge requirements (quantity, quality, HADD) and the County's general design requirements shall guide all analysis.

**1.3 Part I – Common Scope**

There are several common scopes of work shared amongst all three services of interest. These scopes include:

1. Undertake a Class Environmental Assessment to develop a water distribution and storage, wastewater treatment and sanitary collection, stormwater management master plan in accordance with the MEA/MCEA process as amended. The proposed approach shall be discussed with the Environmental Assessment and Approval branch to confirm suitability prior to commencing with the MSP.
2. Arrange a project initiation meeting with County staff to establish project communication protocol, and to review background data and

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

information requirements, proposed work plan, schedule and deliverables.

3. Develop a plan for public consultation and notification of review agencies that meets the requirements outlined in the Municipal Class EA document, and submit to the County for approval. The successful consultant will be required to carry out the approved consultation and notification activities.
4. Liaise with local approval agencies, Quinte Conservation Authority, Provincial and Federal governments, as required by the Class Environmental Assessment process.
5. Undertake a comprehensive review of the background material from previous studies and engineering work including completed capital works.
6. Lead a consultation process with the County's Development Department to establish and confirm the planned serviced residential and employment populations, water demands and storage requirements, sewage flows for the Village including current Secondary Plan Amendments to the horizon year of 2045
7. Prepare and send out the required notice of commencement, notice of public information centres and notice of completion to public, agencies and First Nation communities, as required by MCEA process. Coordinate with the County and respond to comments and questions from interested agencies and public throughout the project.
8. Facilitate four (4) project progress meetings to update the Project Team on the progress achieved to date for each of the awarded part(s), to discuss deliverables and/or key actions/decisions and to advise of next steps. The Proponent is to provide meeting notes to document the key decisions and schedules within one week following the meeting.
9. Facilitate three (3) stakeholder meetings/workshops with interested agencies, public, businesses and developers. The objective of the meeting/workshop is to meet with affected stakeholders in the project area to inform them of the project and gather their comments and concerns.
10. In addition to the project progress meetings, facilitate two (2) pre-PIC preparation meetings to allow the County to review the information and material that will be presented at the PICs and to



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

receive County comments and feedback. These meetings should occur a minimum of two (2) weeks in advance of the PIC date.

11. Facilitate two (2) public information centres, complete with panel/presentation material showcasing the problem and opportunities, identify alternatives and evaluation of alternatives for the various services. Provide handouts and comment sheets and respond to comments and questions from interested agencies and public. The cost for preparing and printing of the PIC material is to be included in the Proponent's price. The cost for rental of the PIC hall, as well as for advertising of the Class EA notices shall be borne by the County.
12. Prepare detailed cost estimates for all recommended infrastructure improvements and provide an implementation staging and phasing plan that includes the required approval process for all components of the Master Plan for input to the County's capital program.
13. Review and confirm the Class EA Schedule for each infrastructure project
14. Prepare an infrastructure implementation and phasing plan
15. Review and analyze the County's current connection charges bylaw with respect to the overall long-term water, wastewater system and stormwater management needs/costs, confirm and update proposed projects within the Connection Charges Bylaw, and make recommendations for required new infrastructure to be included in the connection charges Bylaw, complete with project specific cost estimates.
16. Compile, illustrate and document the study findings in a Project File/Phase 1 & 2 Report including overall system descriptions, figures and maps, water models, sanitary model and stormwater management model. This report should document the master plan process that was undertaken, including the public consultation points, alternatives identified, evaluated and selected as the preferred alternative. Include a review meeting to receive and discuss the County's comments.
17. The Consultant shall evaluate and determine new per capita design values for water and wastewater calculations, as it is believed that the 450 l/d/p is high and reflective of actual historical usage.

The following section details the scope for each specific service of interest.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

**1.4 Part II – Wellington Water Treatment Plant & Water Infrastructure**

The MSP shall review the alternatives to upgrade or replace the existing WTP, intake pipe and appurtenances to provide sufficient water supply capacity to accommodate full urban buildout in a progressive staged approach for the provision of both potable and fire protection demands. In general, fire protection shall be provided in accordance with the Fire Underwriters Survey guidelines and the Ministry of the Environment, Conservation and Parks guidelines.

In addition, the water treatment plant upgrade and distribution alternatives should have consideration for possibly expanding to accommodate the holistic water supply approach (see Part V). Although the WTP portion of the MSP is not to undertake the holistic water supply approach as a full alternative on its own, the alternatives considered should allow for such possibility in the future. Refer to Part V for further detail.

In addition to the commonly shared tasks noted above, the specific tasks and deliverables associated within the water servicing assignment shall include, but is not limited to the following:

1. Lead a consultation process with Municipality to gather information on the condition and operation of the existing water system, and to identify on-going maintenance concerns. Some of the operational/maintenance constraints include:
  - i. Clogging of sodium hypochlorite line for zebra mussel control
  - ii. Inefficient/lack of separation between on-site chlorine contact tank and reservoir
  - iii. Hydraulic limitations in the WTP piping for future needs
  - iv. Large water demand on the water distribution system when the bulk water station is operated
  - v. Hydraulic and volume limitations on existing water tower for current and future needs
2. Wellington's current water model uses InfoWater software. The Proponent shall update, optimize and calibrate the existing computer model to include the identified alternatives for the water systems improvements and system expansion. The updated water model is to be in InfoWater and for full integration with the most current version of ArcGIS and EPANet.
3. Prepare a summary of the design parameters utilized in sizing the various components of the Village's water supply, distribution and

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

storage facilities and consideration of pressure zones. These parameters shall include design populations, peaking factors, residential and non-residential demand rates, and water storage requirements.

4. Review the current Engineering Design Criteria and Standards with respect to ensuring water design parameters are in keeping with local needs and industry water standards.
5. An evaluation of the Village's existing water supply, distribution and storage infrastructure to identify problems, constraints and opportunities within the Village's existing water system(s) for the immediate, short and long-term needs.
6. An evaluation of the water quality aspects of the supply, distribution and storage components of the system to identify problems, constraints and opportunities to address and resolve water quality requirements.
7. Prepare conceptual layouts/designs of all recommended water storage facilities and expansion of WTP and identify associated property requirements.
8. Compile, illustrate and document the study findings in a comprehensive technical memorandum, including review of forecasted population and water demands, overall system descriptions and maps, and water models. It should summarize the water supply alternatives, distribution system alternatives, the evaluation process and preferred alternatives. For the preferred alternative, include the conceptual layouts/designs. This will help to form part of the Project File/Phase 1 & 2 Report, which documents the master plan process undertaken.

<b>1.5</b> Part III – Wellington Wastewater Treatment Plant & Sanitary Infrastructure
---

The MSP shall review the alternatives to upgrading or replacing the existing WWTP to provide sufficient capacity to accommodate full urban buildout in a progressive staged approach. In addition, the MSP shall consider the existing sewage pumping stations, sanitary sewer and forcemains and identify issues in the existing infrastructure and areas that will need to be upgraded/expanded to accommodate the immediate developments and full build-out.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

In addition to the commonly shared tasks noted above, the specific tasks and deliverables associated within the wastewater servicing assignment shall include, but is not limited to the following:

1. Lead a consultation process with the Municipality to gather information on the condition and operation of the existing wastewater system, and to identify on-going maintenance concerns. Some of the operational/maintenance constraints include:
  - i. Hydraulic and volume limitations at existing sewage pumping stations and forcemains
  - ii. Lack of Headworks treatment train redundancy and limited space
  - iii. Limited biosolids storage capacity for land application
  - iv. Outdated equipment and control/operating system (mostly manually operated)
  - v. Limited capacity to handle wet weather flow events
  - vi. Insufficient treatment processes (extended aeration for secondary treatment plant) that will not be compliant with more stringent MECP effluent requirements
2. The Village's current sanitary model uses PCSWMM software. The Proponent shall update, optimize and calibrate the existing computer model to include the identified alternatives for the sanitary systems improvements and system expansion. The updated sanitary model is to be with PCSWMM and for full integration with the most current version of ArcGIS.
3. Perform field investigations to assess the condition of existing sanitary sewer infrastructure
4. Review existing Inflow and Infiltration reports/studies and consider the impacts/effects of that when assessing and evaluating alternatives to ensure that the preferred alternative takes I&I into consideration.
5. Evaluate the capacity of existing sewers to accommodate current and future development
6. Evaluate requirement for new sewers to service new development proposed north of the Millennium Trail and the capacity of existing sewers downstream
7. Evaluate the capacity and configuration of the Belleville Street and Wharf Street pumping stations including forcemains

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

8. Identify the short and long-term capital projects required to facilitate growth
9. Provide sanitary sewer infrastructure database at an accuracy sufficient for asset management planning
10. Prepare a summary of the design parameters utilized in sizing the various components of the Village's wastewater collection and treatment system. These parameters shall include design populations, peaking factors, residential and non-residential sewage flow rates, and meeting current and foreseeable MECF effluent requirements.
11. Review the current Engineering Design Criteria and Standards with respect to ensuring wastewater design parameters are in keeping with current regulatory requirements, local needs and industry standards.
12. An evaluation of the Village's existing wastewater treatment and collection system infrastructure to identify problems, constraints and opportunities within the Village's existing wastewater system(s) for the immediate, short and long-term needs.
13. Prepare conceptual layouts/designs of all recommended wastewater facilities and sewage pumping stations and identify associated property requirements.
14. Compile, illustrate and document the study findings in a comprehensive technical memorandum, including review of forecasted population and flows, overall system descriptions and maps, and sanitary models. It should summarize the wastewater treatment alternatives, collection system alternatives, the evaluation process and preferred alternatives. For the preferred alternative, include the conceptual layouts/designs. This will help to form part of the Project File/Phase 1 & 2 Report.

<b>1.6 Part IV – Wellington Stormwater Management Infrastructure</b>
--

The MSP shall focus primarily on planning a holistic stormwater management for the immediate and future developments to assist the County in setting guidelines and approval requirements for upcoming proposed developments. The intention is not to address the lack of stormwater management in the existing infrastructure. However, the proposed stormwater management plans are not to exacerbate the existing stormwater management issues.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

Existing drainage infrastructure may not have sufficient capacity or drainage paths/outlets to convey unattenuated peak runoff from new developments north of Loyalist Parkway and Main Street. The MSP will address means of conveying this runoff from source to Lake Ontario while considering the impacts on adjacent properties (including lands, docks, boats, etc.).

The Village of Wellington has a mapped Intake Protection Zone (IPZ) that is protected through policies in the Quinte Region Source Protection Plan. The potential impacts of runoff discharged in the IPZ and any potential mitigation measures should be addressed in the MSP.

Quinte Conservation is also involved in storm water management approvals where the ultimate discharge is to Lake Ontario. The primary concerns of Quinte Conservation are that adequate water quality measures be implemented (to meet the IPZ requirements) as well as safe and controlled conveyance from source to the lake. The MSP should ensure that all servicing options satisfy these requirements.

Some proposed residential developments have prepared draft storm water management plans. Some of these reports have indicated sizeable stormwater flows and velocities. The County will provide the reports that have been made available to the successful consultant following project award to consider and evaluate the proposed concepts as part of the MSP and confirm that the recommended servicing options are able to accommodate these areas of projected growth. In addition to the commonly shared tasks noted under Part I, the specific tasks and deliverables associated within the stormwater management assignment shall include, but is not limited to the following:

1. Review previous studies and stormwater management reports and designs (including those from proposed developments).
2. Develop a storm water management model, using PCSWMM software, including both minor (storm sewers) and major (watercourses, ponds, ditches and culverts) drainage systems and BMPs.
3. Evaluate the capacity of storm water infrastructure (sewers, ponds and major culverts) to meet level of service requirements and identify potential flood risk areas.
4. Identify best management practices for new developments to address storm water quantity and quality requirements (i.e. individual or regional/shared ponds for developments north of the Millennium Trail).

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

5. Identify the short and long-term capital projects required to manage flood risks, storm water quality and to facilitate growth. Consideration can be given to centralized stormwater management and series of discharges to natural outlets (for level 1 quality and quantity).
6. Prepare a stormwater management plan to address the servicing requirements of proposed immediate and future developments, including conceptual servicing solutions and cost estimates.
7. Consider the potential climate change impacts in the all servicing analysis and provide recommendations on how they should be addressed during detailed stormwater management and design.
8. Provide storm sewer infrastructure database at an accuracy sufficient for asset management planning.
9. Compile, illustrate and document the study findings in a comprehensive technical memorandum, including review of forecasted flows, overall system descriptions and maps, and stormwater management models. Summarize the stormwater management alternatives, the evaluation process and preferred alternative. This will help to form part of the Project File/Phase 1 & 2 Report.

1.7 Part V – Wellington Regional Water Supply Centre Holistic Approach Feasibility Study

As a separate item, a feasibility study is to be undertaken for a holistic approach to the provision of water throughout the Municipality and most specifically the three urban centres of Wellington, Bloomfield and Picton. The work shall evaluate the construction of a new central water treatment plant and/or upgrading the existing facility as may be required, to accommodate, through a staged approach the consolidation of the Wellington WTP and the Picton WTP. It is noted that the 2014 environmental assessment study identified a cost savings of \$14M between a central treatment strategy (\$61M) in favour of constructing a new Picton WTP intake (\$47M) with a weighted score of 69/77 respectively (i.e. Environmental / social / economic / technical / operations).

The work may potentially include a new raw water intake pipe sized for Wellington, Bloomfield and Picton's current and future water demands, a new raw water well, increased treatment capacity, an approximate 21.1 km long treated watermain from Wellington to Picton and a treated water

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

reservoir in Picton to provide water supply contingency in mitigating potential failure risk(s) of the inter-urban pipeline. This consideration is in the context of current raw water quality in Picton Bay, anticipated structural/capacity upgrades required at the Picton WTP in 2022 and anticipated end of useful life at the Picton WTP in 2042, among other factors. It is noted that the evaluation of a new or upgraded Wellington WTP shall include associated treatment technologies and future expansion capabilities with an aim toward the potential consolidation of the Quinte Area water supply system serving the hamlets of Consecon (approximately 15.1 km) and Carrying Place in the long-term horizon beyond 50 years. Note that work associated with the holistic approach is not bound to the same time schedule as for the rest of the assignment and the Consultant will be permitted to extend the schedule to complete the holistic approach work.

In addition to the commonly shared tasks noted under Part I, the specific tasks and deliverables associated within the feasibility study includes, but is not limited to the following:

1. Review the current and forecasted water demand for the various towns/hamlets listed above, that the County wishes to supply using this holistic approach
2. Review the remaining useful life of the impacted water facilities (e.g. WTPs, reservoirs, pumping stations) for the towns/hamlets of interest and include that timeline consideration with the ones noted above
3. Identify the individual water facility (e.g. WTPs, reservoirs, pumping stations etc.) and infrastructure expansions/upgrades/modification requirements to achieve this holistic regional water supply approach
4. Identify and discuss the water treatment strategy to allow for phased expansion of the necessary infrastructure to suit to connections to the different towns and hamlets at the different timelines stated above
5. Review the current Engineering Design Criteria and Standards with respect to ensuring water design parameters are in keeping with local needs and industry water standards.
6. Prepare conceptual layouts/designs of all the expansions/upgrades/modifications required for the different water facilities and infrastructure needed to implement the holistic approach. Identify associated property acquisition requirements.



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

7. Provide a cost estimate for the facility and infrastructure expansions/upgrades/modifications and identify the phasing of each of the facility and infrastructure improvements to achieve the timelines noted in Part V, to help the County with planning out cash flow.
8. Identify the approval and regulatory requirements to implement the holistic approach
9. Compile, illustrate and document the above findings in a feasibility report, including review of the forecasted population and water demand for each of the water supply centers of interest, summary of alternatives considered to connect the towns/hamlets of interest to the regional water supply centre, evaluation of the alternatives and selection of the preferred alternative, along with charts, tables, conceptual drawings and cost estimates
10. In addition to the four (4) project meetings that are already included in Part I, include, under Part V, a review meeting for the draft feasibility study report to receive the County's review comments. Provide at least two weeks for the County to review the report prior to the meeting.
11. Finalize the feasibility study report based on the County's comments

<b>1.8</b> Schedule
---------------------

The Municipality anticipates that the Master Servicing Plan, through the Class Environmental Assessment process can be completed in twelve (12) months, with the project award anticipated on or about October 1, 2018. The Consultant shall:

- Prepare a detailed schedule (Gantt Chart format) clearly indicating meeting dates, all tasks, party responsible for completing each task, milestones, critical path.
- Submit a Time-Task Matrix, detailing the hours spent on each task. The Time-Task Matrix included in Envelope A must NOT include pricing details. The Time-Task Matrix included in Envelope B shall include all of the information of its' counterpart in Envelope A, PLUS all pricing information. Both editions are to include sums for all relevant rows and columns.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- Identify tasks (expectations of resources) to be undertaken by the County's Staff.
- Allow sufficient time in the project schedule for meetings and document review by the Project Team. The Consultant shall allow in their schedule for 10 days for the County to review any documents.
- Be responsible for maintaining the approved project schedule, as submitted by the Consultant in their proposal.
- Advise the Municipal Project Team in writing, of any actual or potential changes to the approved time schedule and upon approval from the client, revise the schedule accordingly.

The table below illustrates the proposed milestone schedule.

ITEM	TASK	TARGET DATE
1	RFP for Wellington Master Servicing Plan Opens	August 8 2018
2	RFP for Wellington Master Servicing Plan Opens Closes	August 30, 2018
3	Award RFP for Wellington Master Servicing Plan	September 2018
4	Development of Notice of Commencement and Problem and Opportunity Statement. Issuance of Notice of Commencement	October, 2018
5	Public Information Centre #1	January 2019
6	Public Information Centre #2	May 2019
7	Draft Project File/Phase 1 & 2 Report	July 2019
8	Final Project File/Phase 1 & 2 Report	August 2019
9	Issuance of Notice of Completion and 30-day Review Period	September 2019
10	Completion of the feasibility study for holistic approach to Regional Servicing	March 2020

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.9 Project Meetings

In the proposal, the Consultant shall allow for the following formal meetings in Prince Edward County (Picton). Teleconference meetings will not be considered as a substitute for these specified meetings.

- Project Initiation meeting
- Project Progress Meetings (total of 4)
- Stakeholder meetings/workshops (total of 3)
- Pre-PIC preparation meetings (total of 2)
- Public Information Center (PIC) (total of 2)
- Draft Project File/Phase 1 & 2 Review Meeting

The Consultant shall prepare meeting notes to the Project Team, regarding the discussions and conclusions of each meeting, and provide commentary on schedule, within one week following the meeting.

1.10 Deliverables

The Consultant will provide three (3) bound copies of each report (including subconsultant reports), drawings (in both 11"x17" and 24"x36" sizes), and draft documents submitted at the milestone stages of the project. The Consultant will provide the following digital copies as follows:

- a. Public information centre information panels, handouts and comment sheets
- b. Archaeological Assessment reports
- c. Cultural Heritage Assessment reports
- d. Nat. Environment Impact Assessment reports
- e. Wellington water model scenario and alternatives report (PDF) and updated water model (InfoWater)
- f. Wellington sanitary model scenario and alternatives report (PDF) and updated sanitary model (PCSWWM)
- g. Wellington stormwater model scenario and alternatives report (PDF) and updated stormwater model (PCSWWM)
- h. All drawings in PDF and AutoCAD format

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- i. Technical memoranda for Parts II, III and IV
- j. Project File/Phase 1 & 2 Report and full appendices
- k. Feasibility Report for the Wellington Regional Water Supply Centre Holistic Approach

To be submitted on thumb drive(s) upon completion of project.

**2.0 Consultant Proposal Submission Requirements**

The proposal should include, in addition to the information requested in this RFP, any additional information that illustrates the Proponent's experience, expertise or special insights into municipal services delivery reviews. Each Proposal submission shall include, an Envelope A which contains no reference to price and Envelope B that shall contain pricing information.

Proposals should not be longer than twenty (20) pages in length, excluding appendices, and should include an executive summary.

**2.1 Consultant Project Team**

The Proponent shall provide a comprehensive list of key personnel that will be assigned as the Project Manager, Project Director, Quality Assurance, Designer(s), and Sub-consultants for the project described herein and include a description of each person's role in the project. Proponents shall also include an applicable project listing and professional résumé for key project team member which clearly demonstrates each member's post secondary education, experience, qualifications and roles responsibilities on similar projects. Consultant Project Team members and their associated work tasks may not be substituted without prior approval by the Municipality.

The proposal should include a description of the methods for controlling cost and schedules.

The proposal should include a brief history of the Proponent's Consulting Firm, including the sub-consultants.

**2.2 References/Experience**

Consultants are required to provide as part of their proposal the names, dates worked and contact numbers of at least three (3) recent project / client references which are considered identical or similar to the scope of

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

work specified herein, including most recent, who can certify the Consultants ability to perform similar work.

**2.3 Work Plan, Methodology, and Quality Assurance**

Provide a detailed work plan and methodology clearly describing all tasks proposed to fulfill the objectives. Include in this plan an indication of when meetings will be required with County Staff and the submission of all deliverables. Use a period of ten (10) working days as an estimate for the County to review an draft reports or submissions.

In the methodology section, the consultant is invited to identify any special problems foreseen and how they would, if appointed, deal with them. The consultant is also invited to describe any specialized method or technological means that they may have at their disposal to ensure quick, efficient and professional execution of the services.

Identify final deliverables and reporting methods.

Identify methods of seeking input and communication with the stakeholders and identify both internal and external communication strategies.

**2.4 Acknowledgement**

All proponents shall complete page one (1) – the REQUEST FOR PROPOSAL Cover Page and submit it as part of the Deliverables.

**2.5 Project Fees**

CONSULTANTS ARE REQUIRED TO PROVIDE ALL PRICING INFORMATION IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "RFP #2018-EDW-49 PRICING – ENVELOPE B" along with the closing date and the Company /Firm/ Consultant's name on the front of the envelope.

The Consultant shall provide a fee schedule showing total costs for each individual part. The Grand Total shall be shown below the Sub-Total and will include the Sub-Total plus applicable taxes. The Grand Total of proposed fees, disbursements and taxes shall be treated as a maximum allowable unless modified with the written consent of the Municipality (Refer to page 46 and 47 of 51).

The following must be included at minimum in the fee schedule:

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

- a) Costs for Professional Engineering Services as outlined herein, for each of the project part as outlined in Section 1.3 to Section 1.6, including all sub-consultant costs, and disbursements.
- b) Costs for the consulting services shall be considered upset limit prices beyond which no additional payments will be considered unless requested in writing by the successful consultant and authorized by the County in writing.
- c) Proposals shall include a listing of key personnel to be employed under the scope of this project together with their requested hourly rates that will be applicable throughout the duration of this contract and with their proposed hours assigned to each task/phase.
- d) Cost information for all phases of the project as outlined herein as well as the listing of all personnel and applicable labour rates shall be submitted in a separate sealed envelope (Envelope B) as part of the Proposal submission. The Proposal must also include the listing of personnel indicating their involvement, separate from the cost information. Throughout the course of the project, within the timeframe shown in Section 1.7, the Consultant labour unit rates shall not increase from that identified in the proposal. Additional work that result in extension of the project schedule must receive approval from the Municipality for the total cost and adjusted labour rates used, prior to commencing the work.
- e) Pricing shall be in Canadian funds and include freight, duty, sales tax and all taxes rates and charges which are applicable at the time of the RFP submission. It is the responsibility of the consultant to find out from the appropriate authorities what taxes, rates and charges are applicable to this RFP. The amount of the Harmonized Sales Tax shall be considered “extra” to all RFP pricing.

**3.0 EVALUATION OF RFP AND SELECTION OF PROPONENT**

The Consultant’s proposal shall be evaluated in accordance with the following criteria. The technical evaluation of all Envelope A submissions will be completed before the Envelope B price submissions are opened. There must be no cost information in Envelope A.

Envelope A Technical Portion

Total Value 100 points

1. Understanding of the Assignment

10 points

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

Demonstrated understanding of the assignment and key issues, local development pressures and concerns

2. Company Experience and Past Projects 15 points

Demonstration of company and team experience for similar projects (e.g. Master Servicing Plan and Class Environmental Assessment), including references

Evaluation of the magnitude and extent of human resources applied to this assignment
  
3. Project Team & Project Manager 25 points

Qualifications and experience of firm & personnel

Demonstrated ability to apply concurrent resources

Demonstrated ability to complete functional designs/analysis/costing in concert with study requirements

Demonstrated ability to lead and manage the project with a broad scope of work and to mitigate municipal staff impacts

Demonstrated ability to work independent of municipal staff

Evaluation of internal/external expertise respecting the various assignment elements
  
4. Methodology 30 points

Depth, detail, clarity of the submission

Understanding of local issues

Demonstrated ability and mechanisms to be employed to meet tight timelines

Detail respecting coordination of functional work groups in remote offices/sites

Communication strategy with staff, council, public, developers/agents and other to be applied

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

Details on how the individual work elements will be completed concurrently

Details on QA/QC program and how such will be applied to ensure anticipated deliverables

Assessment and confirmation of deliverables

Evaluation of cost saving and time saving mechanisms/variant approaches

Evaluation of technology based storm/water/sanitary assessment tools to be applied to work elements

5. Schedule 20 points

Time schedule proposed for the work

Evaluation of concurrence of various work elements

Compliance with target schedule

Envelope B Fixed Fee Proposal -

Total Value 20 points

Fixed fee to perform this assignment including the cost of all disbursements.

1. Cost of proposed services will be scored in the following manner:

- a. lowest fee proposal will receive the maximum score of 20 points;
- b. all other fixed fee proposals will be scored as follows:

$$\frac{\text{lowest fee proposal} \times 20}{\text{proponents fee proposal}} = \text{Points awarded for proponents fee}$$

- c. fee points will be added to technical points to determine winning score
- d. In the event of a tie where the combined technical and fee scores of two proponents are equal, the lower fee proposal will be selected as the winning proposal.

2. The lowest or any proposal will not necessarily be accepted.

3. All proposals are subject to budget availability.



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART C – TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

3.1 Evaluation for Compliance

All proposals received will be initially evaluated to determine the degree to which each proposal meets the mandatory requirements of this RFP. Proposals that are non-compliant with the mandatory requirements may be subject to disqualification without further evaluation. Proponents are urged to ensure their proposal addresses all mandatory elements of this RFP.

Notwithstanding the above, the County of Prince Edward reserves the right in its sole discretion to waive minor or technical non-compliance with the mandatory requirements in any individual case, based upon the principle of overall best value of the proposals to the County.

3.2 Award

The County of Prince Edward reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the County reserves the further right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to a contract acceptable, the council of the County of Prince Edward may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

3.3 Timetable

The award and contract arising out of this Request for Proposal (RFP) is anticipated to commence in October 1, 2018.

Time is of the essence and the Proponent shall deliver the goods and services in strict accordance with the approved project schedule, delivery date, quantity and the requirements as specified in the Agreement.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART D – FORM OF PROPOSAL/AGREEMENT

**\*\*\*INCLUDE THESE PAGES IN ENVELOPE B ONLY\*\*\***

CONTRACT NUMBER: RFP #2018-EDW-49

PROJECT TITLE: CONSULTING SERVICES –WELLINGTON MASTER  
SERVICING PLAN FOR WATER, WASTEWATER AND STORMWATER  
MANAGEMENT

SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, \_\_\_\_\_  
(Company Name)

of \_\_\_\_\_  
(Business Address)

having examined the RFP including all information to PROPONENTS, general terms and conditions, terms of reference, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including Addenda number \_\_\_\_ to \_\_\_\_ and having visited the Project Site, hereby offer and agree to enter into a Contract to supply the SERVICES required by this RFP at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the SERVICES in accordance with the instructions to PROPONENTS, terms, conditions, terms of reference, and appendices in the Request for Proposal RFP#2018-EDW-49 for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

The undersigned acknowledges that The Corporation of the County of Prince Edward has the right to approve and award any, all, none or a combination of the Parts below, to the upset limit noted for each part. Only the Part(s) approved and awarded by the County will be considered as the approved upset limit. The Proponent is to satisfy himself/herself that the price allocated for each part is sufficient to complete the work specified for that specific part, including all required sub-consultant and disbursement costs. The Corporation of the County of Prince Edward will not be responsible for the Proponent's loss of profit for not awarding some or all parts, and/or for the Proponent's mis-allocation of cost to different part(s) if those part(s) are not awarded by the County.

The undersigned further acknowledges that this PROPOSAL is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the PROPOSAL.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART D – FORM OF PROPOSAL/AGREEMENT

**\*\*\* INCLUDE THESE PAGES IN ENVELOPE B ONLY \*\*\***

Proposal Price:

Part I: Common Scopes \$ \_\_\_\_\_

Part II: Wellington Water Treatment Plant and  
Water Infrastructure \$ \_\_\_\_\_

Part III: Wellington Wastewater Treatment Plant  
and Sanitary Infrastructure \$ \_\_\_\_\_

Part IV: Wellington Stormwater  
Management Infrastructure \$ \_\_\_\_\_

Part V: Wellington Regional Water Supply Centre  
Holistic Approach Feasibility Study \$ \_\_\_\_\_

Sub-Total \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

Company: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(MUNICIPALITY, Province, and Postal Code)

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART D – FORM OF PROPOSAL/AGREEMENT

**\*\*\* INCLUDE THESE PAGES IN ENVELOPE B ONLY \*\*\***

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

(I have the authority to bind the corporation)

Print Name and Title: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2018



THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART E – OTHER FORMS

Reference List

Provide a minimum of three (3) references of similar projects (e.g. size and nature), completed within the past 10 years. Provide additional information on separate page, as required.

Project Name: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Cost of Project: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Client's Company: \_\_\_\_\_

Reference's Name: \_\_\_\_\_

Reference's Job Title/Role: \_\_\_\_\_

Reference's Phone No.: \_\_\_\_\_

Reference's Email: \_\_\_\_\_

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART E – OTHER FORMS

\*Cut and affix to envelope/package\*

RFP ENVELOPE A

RFP Submitted By:

Name: \_\_\_\_\_

TO:

Clerk's Office

The Corporation of the County of Prince Edward

332 Main Street

Picton, ON K0K 2T0

#RFQ/RFP/RFT \_\_\_\_\_

Bidder must indicate project number

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD  
CONSULTING SERVICES – WELLINGTON MASTER SERVICING PLAN FOR  
WATER, WASTEWATER AND STORMWATER MANAGEMENT

PART E – OTHER FORMS

\*Cut and affix to envelope/package\*

RFP ENVELOPE B

RFP Submitted By:

Name: \_\_\_\_\_

TO:

Clerk's Office  
The Corporation of the County of Prince Edward  
332 Main Street  
Picton, ON K0K 2T0

#RFQ/RFP/RFT \_\_\_\_\_

Bidder must indicate project number



## Appendix 1

# Background Reports and Information