



**REQUEST FOR PROPOSAL**

**PREPARATION OF PRELIMINARY AND  
DETAILED DESIGN  
for the  
WATER POLLUTION CONTROL PLANT  
EXPANSION**

**RFP#: NG20-16**

Requested by:

Municipality of North Grenville  
285 County Road 44  
P.O. Box 130  
Kemptonville, Ontario  
K0G 1J0

Issued on:  
April 09 2020

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## INTRODUCTION

The Municipality of North Grenville (the Municipality) is a small town/rural municipality located adjacent to the southern border of the City of Ottawa. As one of the fastest growing municipalities in Eastern Ontario, North Grenville is committed to providing a broad range of amenities and services to its residents and visitors alike.

The Municipality has a mix of rural and urban communities, with a total 2016 population of approximately 16,450. The urban serviced area (formerly the Town of Kemptville) currently serves a population of approximately 5,500. It is strategically located 30 minutes from downtown Ottawa, the Nation's Capital, along Highway 416, with easy access to Highways 417 and 401. The Municipality has experienced strong growth in recent years and has projected a population of 21,100 by 2031, the majority of new growth to be expected within the urban serviced area.

In 2015, the Municipality completed a Water and Wastewater Servicing Master Plan Update with Stantec Consulting Ltd. for the urban serviced area. This plan focused on the provision of water and wastewater infrastructure to support the growth and development of this area of the Municipality. The Water and Wastewater Servicing Master Plan Update provided the Municipality with a prioritized action plan that included a Water Pollution Control Plant Environmental Study Report Addendum (WPCP ESR) to be completed.

In 2019, the Municipality completed the WPCP ESR with J.L. Richards & Associates. The WPCP ESR completed Phase 1 through 4 of the Municipal Class Environmental Assessment process and identified a preferred design concept for the expansion of the WPCP to meet the future wastewater demands of the urban serviced area.

The Municipality is now seeking the services of a consulting firm to complete preliminary and detailed design based on the preferred design concept identified in the 2019 WPCP ESR. The desired final product would be a Ministry approved detailed design of the WPCP expansion that could be used for tendering the construction of the expansion.

A full description of the project and scope of work is set out herein.

## **1.0 INSTRUCTIONS TO PROPONENTS**

### **1.1 Invitation**

The Municipality of North Grenville is seeking proposals from qualified consulting firms to provide professional services to conduct a preliminary and detailed design for the expansion of the Water Pollution Control Plant including tender documents.

The Municipality requires that the detailed design be completed prior to June 30, 2021 to allow for construction tendering to occur in Fall 2021.

Consultants are to provide four (4) hard copies and one (1) digital copy of their proposal in a sealed package, clearly identified as to the contents and addressed to:

The Municipality of North Grenville  
285 County Road 44  
Box 130  
Kemptville, Ontario  
K0G 1J0

**Attention: Karen Dunlop**

Director of Public Works

[kdunlop@northgrenville.on.ca](mailto:kdunlop@northgrenville.on.ca)

Proposals must be received at this location **NO LATER THAN 2:00PM LOCAL TIME** on **MAY 21, 2020**.

Proposals received after the above due date and time will not be considered and will be returned unopened to the Consultant. Fax or electronic submissions will **not** be accepted.

### **1.2 Charge for Documents**

All documents, including background information, will be provided at no cost. Refer to section 3.6 for a list of background documents to be available to the successful bidder.

### **1.3 Costs Incurred by Proponents**

All expenses incurred in the preparation and submission of proposals shall be borne by the Consultant. No payment will be made for any proposals received, or for any other effort required of or made by the Consultant prior to the commencement of work defined by the proposal approved by the Municipality.

### **1.4 Acceptance of Terms**

All those who submit a proposal represent that they have read, completely understand, and accept the terms and conditions of this Request for Proposal (RFP) in full.

## 1.5 Clarification

All inquiries regarding this RFP are to be directed to the individual identified below. Inquiries must be received in writing or email no later than April 30, 2020. All inquiries received and the responses provided will be sent by the Municipality to all Consultants by way of written addendum(s), no later than May 8, 2020, without naming the source of the inquiry.

The Municipality of North Grenville  
285 County Road 44  
Box 130  
Kemptonville, Ontario  
K0G 1J0

**Attention: Mike Finley, P.Eng**  
Superintendent of Environmental Services  
[mfinley@northgrenville.on.ca](mailto:mfinley@northgrenville.on.ca)

## 1.6 Site Visit

Site visits will be made available by **appointment only** through the individual identified in Section 1.5. Number of attendees permitted per site visit may be limited and are to be confirmed with the Municipality prior to. Site visits will only be conducted prior to April 30, 2020. All questions received and responses provided during site visits will be sent by the Municipality to all Consultants by way of written addendum(s), no later than May 8, 2020, without naming the source of the inquiry.

## 1.7 Insurance

### 1.7.1 Commercial General Liability

The Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Municipality of North Grenville and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$2,000,000
- b) Add the Municipality of North Grenville as an additional insured with respect to the operations of the Named Insured
- c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e) Products and completed operations coverage
- f) Broad Form Property Damage
- g) Contractual Liability

- h) Owners and Contractors Protective
- i) The policy shall provide 30 days prior notice of cancellation

### **1.7.2 Professional Liability**

The Consultant shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Municipality of North Grenville. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality of North Grenville. The Municipality of North Grenville has the right to request that an Extended Reporting Endorsement be purchased by the Consultant at the Consultants sole expense.

### **1.7.3 Consultant Pollution Liability**

The Consultant shall carry a Consultant Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

## **1.8 Indemnification and Hold Harmless Clause**

The Consultant shall defend, indemnify and save harmless the Municipality of North Grenville, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Consultant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Consultant in accordance with this Contract, and shall survive this Contract.

The Consultant agrees to defend, indemnify and save harmless the Municipality of North Grenville from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Consultant's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Consultant in accordance with this Contract, and shall survive this Contract.

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## **1.9 Municipal Freedom of Information and Protection of Privacy Act**

In accordance with MFIPPA, this is to advise that any personal information Proponents provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All proposals submitted become the property of the Municipality. Proponents are reminded to identify in their proposal any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential. The information contained in this proposal document may be utilized by the proponent solely for the purpose of preparing a proposal for submission to the Municipality. Any other use of the information for any other purpose is not authorized by the Municipality.

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## **2.0 TERMS OF PAYMENT**

The successful Consultant shall be reimbursed on a monthly basis for actual work completed and time spent on the project. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the Consultant shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

### **2.1 Proposal Validity**

Proposals shall remain valid and open for acceptance by the Municipality for a period of sixty days (60) calendar days following the deadline for receipt of proposals.

### **2.2 Follow-On Contracts**

The Municipality reserves the right to award subsequent phases of the project to the successful proponent, and fees for any follow-on contracts shall be based on the same unit or per diem rates proposed under this RFP, unless negotiated and approved otherwise.

The Municipality also reserves the right to request competitive proposals for subsequent phases of the project if deemed to be in the best interests of the Municipality of North Grenville.



### **3.0 TERMS OF REFERENCE**

#### **3.1 Background**

The Kemptville Water Pollution Control Plant (WPCP) was commissioned in 1993 to provide wastewater servicing for the Municipality. The WPCP currently operates in accordance with Environmental Compliance Approval (ECA) Number 9628-9Q4LRN, dated December 9, 2014 as issue by the Ministry of Environment, Conservation and Parks (Ministry). The WPCP receives wastewater by way of four sanitary pumps stations located throughout the Municipality via their respective forcemains. The WPCP treats wastewater through a conventional activated sludge process with tertiary treatment and ultraviolet disinfection before being discharged through the outfall located in the Rideau River. Solids are removed from the process, stabilized using anaerobic digestion and stored for seasonal land application off site.

A Municipal Class Environmental Assessment (Class EA) was completed by XCG Consultants Ltd. in 2010. The Class EA completed Phases 1 through 4 of the Class EA process and provided the Municipality with a Water Pollution Control Plant Environmental Study Report (ESR) for expansion of the WPCP. Since the completion of the ESR the Municipality has experienced significant growth pressures, much of which has been focused on the urban service area of the Municipality. This growth has been in the form of significant infilling within existing serviced areas and new and expanded development in green field areas of the East and West Quadrants.

In 2019, the Municipality completed the WPCP ESR with J.L. Richards & Associates. The WPCP ESR completed Phase 1 through 4 of the Municipal Class Environmental Assessment process and developed a preferred design concept for the expansion of the WPCP to meet the future wastewater demands of the urban serviced area. The ESR addendum would update the preferred design concept to account for changes in infrastructure demands, advancements in wastewater treatment technologies, changes to regulatory requirements, updated service area populations and average daily consumption previously considered in the 2010 Class EA. With the ESR Addendum completed in 2019, it is now appropriate to undertake the preliminary and detailed design of the WPCP expansion.

A general summary of the preferred solution is as follows:

- Increase the WPCP ADF to 5,000m<sup>3</sup>/day and PDF to 15,000m<sup>3</sup>/day
- New equalization storage facility
- New Septage Receiving Facility
- New headworks including screening, grit chambers, odour control
- Additional primary clarifier
- Additional aeration tank
- Additional secondary clarifier
- Additional tertiary filter
- Additional primary digester
- Additional biosolids management and storage facility

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- Provision of an emergency bypass
  - Increase to effluent pumping system capacity
  - Potential effluent gravity sewer conversion

### **3.2 Study Objectives**

The primary objective of this Project is to provide the Municipality with a Ministry approved design of the WPCP Expansion that can be used for construction tendering. Specifically the Project shall include, but not be limited to the following:

1. Development of a preliminary design for the WPCP expansion. The preliminary design will provide the general framework for the preferred concept design provided in the ESR Addendum. The preliminary design will ensure the needs of the Municipality to operate and expand can be met.
2. Development of a detailed design for the WPCP expansion. The detailed design will be used as the basis for Ministry approvals and tendering for the construction of the expansion. An assessment of the current infrastructure at the WPCP and its integration into the WPCP expansion is to be included.
3. Provide the Municipality with a tender ready document. The tender document will be used for tendering the construction of the project.

### **3.3 Scope of Work**

The Consultant shall review the background reports identified in Section 3.6 and undertake the work required to:

- Gain an understanding of the scope and preferred design concept as presented in the background reports;
- Confirm and incorporate all identified mitigating measures and associated monitoring into the preliminary and detailed design;
- Confirm and incorporate all public, agency and other stakeholder comments identified in the background reports into the preliminary and detailed design;
- Gain an understanding of the existing infrastructure leading to and on site and incorporate any optimization and/or alterations necessary for the expansion.
- Pre-consult with the Ministry to define the Ministry's expectations for this project.
- Gain an understanding of and assist the Municipality in obtaining all necessary approvals for construction of the project.
- Gain an understanding and provide the Municipality with a process on how to perform existing operations to meet Ministry requirements while undertaking the expansion.
- Evaluate construction phasing opportunities identified in the
- Complete preliminary and detailed design for the expansion

- Identify as a provisional task, the development and implementation of a Value Engineering Study, identifying qualified participants, during the preliminary and detailed design stages.
- Provide the Municipality with anticipated timing and a cost estimate for construction.
- Provide a tender ready package for construction.

**The findings from the above work shall be presented in a report format which shall include a Prioritized Action Plan and scheduled in a Gantt chart.**

### **3.4 Project Reporting**

The Consultant shall report to the Director of Public Works. The Superintendent of Environmental Services shall be the day-to-day Municipal contact for the project.

Four (4) copies of the preliminary design, 4 copies of the detailed design and tender documents will be required. In addition, one (1) digital copy of all documentation, in MS Word and PDF shall be provided. All printed material must be reproducible.

### **3.5 Background Documents Provided**

Digital copies of the following documents will be made available to the successful consultant;

1. 2019 Water Pollution Control Plant ESR Update (J.L. Richards & Associates);
2. Environmental Compliance Approval Number 9628-9Q4LRN
3. 2012 eQuinelle Water and Wastewater Facilities – Record Drawings (Novatech Engineering Consultants Ltd.)
4. 2009 East Quadrant Gravity Sewers, Watermain and Forcemain – As-Built Drawings (CH2MHill)
5. 1994 Water Pollution Control Plant – Record Drawings (Gore & Storrie Ltd)

The 2019 Water Pollution Control Plant ESR Update by J.L. Richards & Associates will be made available upon issuance of this RFP upon request to the individual identified in section 1.5.

### **3.6 Summary of Key Dates for Proposal**

Distribution of RFP	April 9 <sup>th</sup> , 2020
Consultant Clarification Question Submission	April 30 <sup>th</sup> , 2020
NG Clarification Answer Distribution	May 8 <sup>th</sup> , 2020
Submission of proposal	May 21 <sup>st</sup> , 2020
Anticipated award of assignment	June 17 <sup>th</sup> , 2020

## 4.0 EVALUATION CRITERIA

The successful firm will possess the requisite technical skills to deal with the complex matters to be addressed in the scope of work and will be required to work directly with Municipal staff, the project manager, the public, agencies and stakeholders in a professional manner.

To achieve this, the Municipality is interested in a firm, which in addition to sound technical qualifications, exhibits such skills as timeliness, diplomacy, tact, strong communication ability (both written and verbal) and an understanding of the municipal culture.

The Consultant Project Team member(s) must demonstrate:

- Skills necessary to carry out the design and obtain approvals for the WPCP expansion;
- Demonstrated community consultation and facilitation skills;
- Experience in the development of designs for water and wastewater facility expansions; and
- Be licensed to practice professional engineering in Ontario and licensing shall be appropriate to the projects being planned, designed and constructed.

### 4.1 Basis of Selection

The Municipality intends to recommend the appointment of the Consultant on the basis of best overall value, based upon a review of the technical and fee proposal, and the consultant interview. The Consultant appointment is subject to approval by the Municipality in accordance with the provisions of the Procurement By-Law.

### 4.2 Selection Criteria

A total of 100 points will be allocated to each proposal, as follows:

Category	Available Points
<i>Technical:</i>	
Qualifications and Experience of Company	10
Qualifications and Relevant Experience of Project Team	15
Understanding of Objectives	15
Quality of Approach and Methodology	20
Proposed Work Plan and Schedule	20
<b>Sub-total</b>	<b>80</b>
<i>Financial:</i>	
Fees and disbursements (including sub-consultants)	20
<b>Total</b>	<b>100</b>

Financial points will only be awarded to submissions that have achieved a minimum score of 60 out of 80 points on the technical evaluation criteria. Proposals that do not meet this minimum score will be deemed non-compliant and will be given no further consideration.

Technical proposals scoring 60 points or higher will be evaluated financially, on the following basis:

The lowest cost submitted will be awarded 20 points, and the other cost proposals will be awarded points based upon the ratio of the cost submitted to the highest cost submitted, e.g.:

$$\text{Points} = 20 \times \left(1 - \frac{\text{Proposal cost} - \text{Lowest}}{\text{Highest} - \text{Lowest}}\right)$$

#### **4.3 Qualifications and Experience of Company**

Provide a brief company profile and recent relevant experience. Provide three (3) similar projects completed by your firm in water and/or wastewater treatment facility expansions, including as a minimum, one (1) project completed in the last five (5) years. Provide client references for each project.

#### **4.4 Qualifications and Recent Relevant Experience of Project Team**

Provide the qualifications, recent relevant experience and responsibility of each member of the project team (Project Manager, key team members, sub-consultants and other staff), clearly stating the employment history of the Project Manager and key team members, years with current firm and work location. Resumes should be included in an appendix.

#### **4.5 Understanding of Objectives**

Describe your understanding of the assignment, including overall scope and objectives, noting any particular issues that may require specific attention.

#### **4.6 Quality Approach and Methodology**

Describe the approach and methodology to be followed in completing all aspects of the assignment in order to achieve the stated project objectives.

#### **4.7 Proposed Work Plan and Schedule**

Provide a work plan and schedule in the form of a Gantt chart to illustrate the breakdown of the major tasks and the level of effort of the individual team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out.

The Consultant shall allow a minimum of three weeks for Municipal review of preliminary design and three weeks Municipal review and acceptance of the final detailed design.

The Consultant shall outline the measures that it has in place to ensure the project delivery and cost control to meet the needs of the Municipality.

#### **4.8 Fees**

The Consultant is to provide a total upset limit price, including all engineering fees, sub-consultants and disbursements, but exclusive of HST, to complete this assignment in accordance with the services detailed herein in the Consultant's proposal.

The breakdown of fees shall be presented in a table format identifying the level of effort that each team member has allocated to each of the tasks in the proposed work plan, as well as disbursements for each task, if applicable.

Costs for materials for display and distribution for all public open houses and public meetings are to be included as a disbursement. Costs of newspaper advertisements and rooms for public meetings will be the responsibility of the Municipality.

All reasonable and proper expenses incurred by the Consultant shall be reimbursed without any allowance thereon for overhead and/or profit. The following costs shall not be reimbursed:

- Communication expenses including facsimile, local phone and cellular charges;
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Consultant's proposal); and
- Travel and living expenses unless identified in the proposal or approved in advance.

The Consultant shall provide the per diem cost for any additional public meetings as a separate line item, should they be required.

#### **4.9 Consultant Interviews**

Up to three (3) of the highest rated proposals may be required to make a brief presentation (15 minutes) to the Senior Management Team on this project to discuss their methodology and approach to this assignment. Details and evaluation criteria will be provided at the time of notification of request to attend an interview.

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## 5.0 SPECIAL TERMS AND CONDITIONS

Submission of a proposal constitutes acknowledgement the proponent has read and agrees to be bound by all the terms and conditions of the Request for Proposal.

The Municipality will not make any payments for the preparation of the response to the Request for Proposal. All costs incurred by a proponent will be borne by the proponent.

This is not an offer. The Municipality does not bind itself to accept the lowest price proposal or any proposal submitted.

The Municipality has the right to cancel the Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the Municipality as a result of the cancellation or re-issuing of the Request for Proposal.

The Consultant acknowledges that the Municipality shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposal which the Municipality in its *sole unfettered discretion* deems most advantageous to itself. The lowest, or any, Proposal will not necessarily be accepted and the Municipality shall have the *unfettered* right to:

- (i) Accept a non-compliant Proposal;
- (ii) Accept a Proposal which is not the lowest Proposal; and
- (iii) Reject a Proposal that is the lowest Proposal even if it is the only Proposal received.

The Municipality reserves the right to consider, during the evaluation of Proposals:

- (i) information provided in the Proposal document itself;
- (ii) information provided in response to enquiries of industry references set out in the Proposal;
- (iii) information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Consultant;
- (iv) the manner in which the Consultant provides services to others;
- (v) the experience and qualification of the Consultant's senior management, and project management;
- (vi) the compliance of the Consultant with the Municipality's requirements and specifications; and
- (vii) innovative approaches proposed by the Consultant in the Proposal.

The Consultant acknowledges that the Municipality may rely upon the criteria which the Municipality deems relevant, even though such criteria may not have been disclosed to the Consultant. By submitting a Proposal, the Consultant

acknowledges the Municipality's rights under this Section and absolutely waives any right, or cause of action against the Municipality, by reason of the Municipality's failure to accept the Proposal submitted by the Consultant, whether such right or cause of action arises in contract, negligence, or otherwise.

If a contract is to be awarded as a result of the Request for Proposal, it will be awarded to the proponent whose proposal, in the Municipality's opinion, provided the best potential value to the Municipality and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations based on the objective assessment outlined above.

If the Municipality decides to award a contract based on a submission received in response to this Request for Proposal, the successful proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.

In the event of any inconsistency between the RFP and the contract, the contract shall govern.

The Municipality reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria. Unsuccessful proponents will be provided with a verbal debriefing on the evaluation of their submission after the selection process has been completed, if so requested.

Proponents may not amend or withdraw their proposals after the closing date and time.

Proposals will be evaluated as soon as practicable after the closing time.

The proposals and accompanying documentation submitted by the proponent are the property of the Municipality and will not be returned.

Proponents are advised that all communications with the Municipality related to this RFP during the bidding process must be directly and only with the individual nominated in section 1.5.



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**ADDENDUM No. "1"**  
**REQUEST FOR PROPOSAL (RFP) FOR**  
**NG20-16 Preliminary and Detailed Design for the Kemptville WPCP**  
**Expansion**

Date of Addendum No. "1" Issued: May 8<sup>th</sup>, 2020

Addendum Issued By: Mike Finley, P.Eng  
Superintendent of Environmental Services  
[mfinley@northgrenville.on.ca](mailto:mfinley@northgrenville.on.ca)

**PURPOSE OF THIS ADDENDUM:**

**The purpose of this Addendum is to provide written responses to Proponents questions. (Similar questions have been combined)**

**QUESTIONS AND WRITTEN RESPONSES**

**Question 1:** In relation to the above noted RFP and the current pandemic crisis, would you please consider accepting email submission due to the team working remotely with no access to printers?

**Response 1:** *The Municipality understands that the health and safety of all personnel during the current pandemic crisis is of the utmost importance. The Municipality's review has determined that the submission requirements outlined in Section 1.1 can be provided while still protecting the health and safety of all personnel including the proponent's employees and as such are still to be required in the format requested in the RFP. The Municipal Office is currently closed to the public, however the office remains open to staff and deliveries. If a proponent does not intend to use a delivery service for the delivery of a submission, special arrangements can be made with the contact outlined in Section 1.5 to accept the submission at the Municipal Office. Submissions are still required to be delivered prior to the submission deadline identified in the RFP.*

**Question 2:** We request one more opportunity to submit questions in the next week.

**Response 2:** *The deadline for question submissions is not extended.*

**Question 3:** To allow sufficient time to interpret North Grenville's response to questions, we request an extension of two-weeks to the submission deadline.

**Response 3:** *The Municipality will not be providing an extension to the submission deadline identified in the RFP.*

**Question 4:** Would it be possible to obtain a PDF copy of the 1994 WPCP drawings (Gore and Storrie Ltd) to better understand the level of effort required to implement the scope of work as outlined within the Terms of Reference?

**Response 4:** *The 1994 WPCP Drawings (Gore and Storrie Ltd) will be made available by request with the contact outlined in Section 1.5 of the RFP.*

**Question 5:** Does the intended scope of work include any capacity upgrades or re-rating at the Bridge Street Pumping Station?

**Response 5:** *No. Upgrades of the Bridge St SPS and force main are not part of the scope of work for this project.*

**Question 6:** Can it be assumed that not all personnel proposed will be required to be a registered member of the PEO?

**Response 6:** *Yes. It is understood that not all personnel proposed will be a registered member of the PEO.*

**Question 7:** Does MNG wish to include any energy efficiency measures for the new WPCP beyond those described in OBC and MOE documents? This includes any requirement for LEED, Green Globes, Carbon Reduction, and Carbon Neutral.

**Response 7:** *The Municipality would anticipate energy efficient considerations with the best return on investment for infrastructure to be proposed as part of the expansion, however the Municipality does not intend to be certified in the energy efficient programs listed.*

**Question 8:** It is believed the requested type of insurance should read Contractors Pollution Legal Liability Insurance, rather than Consultant Pollution Liability. For clarification, Engineering Consultants can carry Contractors Pollution Liability Insurance; but we are unaware of specific Consultant Pollution Liability Insurances provided. Please confirm if this is the correct interpretation.

**Response 8:** *Interpretation is correct. Section 1.7.3 to be removed and replaced with the following:*

### **1.7.3 Contractor Pollution Liability**

*The Consultant shall carry a Contractor Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.*

**Question 9:** The RFP specifies a PIC meeting noted in the RFP. Bearing in mind the consultation completed through the ESR process? Does the City anticipate any particular issues or concerns that are evident among the public that would require this additional consultation or this simply a proactive initiative to keep the public informed of the project?

**Response 9:** *Public consultation will not be required as part of this project, rather an education session with Council regarding the completed design is to be included.*

**Question 10:** Please confirm if the selected proponent will be responsible for ECA requirements. If yes, please confirm if in addition to ECA amendment, capacity audit for potential re-rating will be expected?

**Response 10:** *The selected proponent will be responsible for the ECA requirements of the expansion. The ESR Update identified a re-rating of the WPCP and as such the proponent would be expected to carry out all associated work and studies necessary to complete this task.*

**Question 11:** How does the "Conceptual Timing" shown in table 28 (PDF p66) of Vol. 1 of the ESR affect the scope of this 2020 design assignment – would all be designed now and construction roll-out will be per table 28 of the ESR?

**Response 11:** *It is anticipated for this project that all portions of the expansion would be designed now with construction completed in one phase.*

**Question 12:** Is the correct interpretation of Section 2.0 Terms of Payment that they would be in accordance with the recent changes to comply with the Construction Act?

**Response 12:** *Yes, the interpretation is correct. Section 2.0 Terms of Payment will be in accordance with the Construction Act.*

**Question 13:** With reference to RFP, p. 7, 2.0 – Terms of Payment: Disbursements to be paid at cost based on supporting documents. Then in the RFP, P. 13, 4.8 – Fees – Consultant to provide total upset limit price, including fees, and disbursements. Also, reasonable and proper expenses to be reimbursed. Are the submitted fees to include disbursements or not? Do these need to be broken out, or are they to be included in the fees by each discipline?

**Response 13:** *Anticipated disbursements are to be broken out as part of each task as applicable, to be paid based on supporting documents.*

**Question 14:** In reviewing the financial scoring equation presented in Section 4.2 Selection Criteria, it is noted that as the difference between the financial cost of the highest and lowest responsive bidder is reduced, the distribution of points to other

responsive or qualified bidders that are above the lowest proposal cost is impacted significantly. It is noted that the highest cost bidder would receive 0 points even if the difference between the highest cost and lowest cost is \$1. It is also noted that, in the case where two bids are received or qualify for financial opening, the highest cost bidder would receive 0 points even if the difference between the highest cost and lowest cost is \$1.

Would the Municipality consider an alternative financial equation where the points awarded will be based on the percentage difference between the Proponent's proposal cost and the lowest responsive proposal cost, e.g. Points =  $20 \times \{1 - [\text{proposal cost} - \text{lowest}] / \text{lowest}\}$ ?

**Response 14:** *The Municipality agrees with the provided comment. The last paragraph of Section 4.2 Selection Criteria is to be removed and replaced with:*

*The lowest cost submitted will be awarded 20 points, and the other cost proposals will be awarded points based upon the percentage difference between the Proponent's proposal cost and the lowest proposal cost, e.g.*

*Points =  $20 \times \{1 - [(\text{Proposal cost} - \text{Lowest}) / \text{Lowest}]\}$*

**Question 15:** Would the Municipality consider having each bidder carry an allowance for geotechnical investigations and other specialized studies? The benefits to this approach would be to allow the successful proponent to engage the consultant team for the specialized studies at the appropriate time of the project, allowing a more refined scope of service and associated costs. Furthermore, the Municipality will have some measure of control that all proponents will include the required specific investigations/studies for the project.

**Response 15:** *Consultants are to carry an allowance for specialized studies in their proposals as follows;*

*In Section 4.2 Selection Criteria, modification as follows:*

*Fees, disbursements and allowances (~~including sub-consultants~~)*

*Allowance of \$120,000.00 for sub-consultants (Geotechnical/Hydrogeological Investigations and other required investigations & studies) to be identified as a single separate cost from fees and disbursements.*

*In Section 4.8 Fees, remove from first paragraph "sub-consultants" and add the following paragraphs:*

*Consultant shall facilitate, at minimum, the following investigations, studies and permitting, as the Consultant deems necessary to complete the detailed design. Third-party investigations and studies as well as permit fees shall be borne by the Owner as part of the project cash allowance of \$120,000.00. All other costs associated with coordination and permit application preparation*

*shall be borne by the proponent in their bid. Investigations and studies to include, but not necessarily limited to:*

- *Geotechnical and hydrogeological investigation;*
- *Stage 2 Archaeological Assessment;*
- *Natural Environment Assessment;*
- *Air and Noise Dispersion Modelling; and*
- *Designated Substances Survey;*
- *Sub-Surface Utility Investigation*
- *Cultural Heritage Report*

*The Consultant shall include in their fees the coordination of all sub-consultants, the development of the terms of references for investigations and studies, the evaluation of submission and recommendations to the Municipality for awards to sub-consultants.*

**Question 16:** RFP includes "Potential gravity sewer conversion" as part of scope. Please confirm the extent to which the surveys and Geotechnical work need to be performed along this sewer route?

**Response 16:** *See response 15.*

**Question 17:** Does the Municipality have a specific agreement that would be used for signing with the selected proponent that could be made available for review? Or would the Municipality enter into agreement with a standard agreement using a MEA/CEO or PEO agreement?

**Response 17:** *The Municipality has previously used the MEA/CEO agreement for signing agreements of this nature and would use this agreement with the selected proponent.*

**Question 18:** The indemnity clause proposed in the RFP is excessive and based on our understanding, the terms may not actually be enforceable. Could the Municipality consider amending it's indemnification clause such that it mirrors the current MEA/CEO agreement.

**Response 18:** *The Municipality has reviewed the indemnification clause. Section 1.8 Indemnification and Hold Harmless Clause in the RFP is to be removed and replaced with the following;*

### **1.8 Indemnification and Hold Harmless Clause**

*The Consultant shall indemnify and save harmless the Municipality of North Grenville, its elected officials, officers, employees and agents from and against*

*any and all claims, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Consultant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Consultant in accordance with this Contract, and shall survive this Contract.*

*The Municipality of North Grenville will not be held responsible for any injury costs or damages incurred or sustained by the Contractor and/or its sub-contractors and/or their employees, or for the Contractor's unpaid Workplace Safety and Insurance Board premiums. All contractors or sub-contractors who engage in any business with the Municipality of North Grenville must:*

- (a) Submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which the employer resides.*
- (b) Furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that such contractor or sub-contractor is in good standing before starting to perform services pursuant to this Agreement. Such Certificate must be renewed every sixty (60) days, for as long as the Agreement is in effect and a copy shall be promptly provided to the Municipality of North Grenville. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Consultant in accordance with this Contract, and shall survive this Contract.*

**Question 19:** Would the Municipality be amenable to making changes to the terms outlined in the RFP in order to reflect more accessible industry standards for insurance? We propose the following changes:

Page 6 – S 1.7.2 Professional Liability

The RFP requires aggregate coverage up to \$10 million – we request that this be changed to \$5 million.

Required notice is 90 days – we request changing this to 30 days to match Section 1.7.1. and is consistent with industry standards.

**Response 19:** *The Municipality will accept an aggregate coverage of \$5 million for Professional Liability. This will be reflected in the agreement with the successful consultant*

*The required notice of cancellation for Professional Liability in Section 1.7.2 as indicated in the RFP shall to be revised to 30 days. This will be reflected in the agreement with the successful consultant*

**Question 20:** What is the WPCP currently operating at?

**Response 20:** *The WPCP is currently operating at 68% of its treatment capacity based on a 5 year average.*

**Question 21:** Does MNG have a specific naming convention for their equipment?

**Response 21:** *The naming convention would continue from the naming convention provided in the original WPCP design. The Municipality will work with the successful proponent to develop a naming convention on equipment not currently identified.*

**Question 22:** Are there any required upgrades to the existing WPCP facilities beyond system tie-ins?

**Response 22:** *Opportunities for improvement regarding existing works that are to be integrated with the expansion above a system tie should be considered, provided efficiency in operations and energy as well as a cost benefit can be demonstrated.*

**Question 23:** Please confirm if the existing systems are allowed to be modified as part of this assignment to accommodate new designs?

**Response 23:** *The Municipality would allow modifications to the existing systems to accommodate the expansion provided there is a cost and/or operational benefit that can be demonstrated and the modifications can be accommodated within the intent of the ESR Addendum.*

**Question 24:** Are there any areas of concern with the expansion concept layout?

**Response 24:** *The existing force mains enter the WPCP headworks from multiple locations. There is a lot of buried infrastructure (electrical, gas, sanitary forcemain etc.) next to the roadway east of the secondary clarifiers and the tertiary building as well as its proximity to the Creek that may make it difficult to expand in that direction as demonstrated in the concept layout. Hydro lines west of the existing access road provide power to buildings within the Forestry Centre and cottages north of the site.*

**Question 25:** Will the new WPCP facilities connect to the existing heating boiler system, or will the facilities be heated from a separate source?

**Response 25:** *It is anticipated that the new facilities would connect to the existing system provided it can be accommodated and cost effective. This is to be confirmed by the consultant once demands of the expansion are known.*

**Question 26:** Are the proponents to assume that the existing natural gas service has sufficient capacity to serve the heating requirements for the expansion?

**Response 26:** *See Response 25*

**Question 27:** Are the proponents to assume that the existing water service has sufficient capacity to serve the water requirements for the expansion?

**Response 27:** *See Response 25*

**Question 28:** Are the proponents to assume that the existing electrical service has sufficient capacity to serve the electrical requirements for the expansion?

**Response 28:** *See Response 25*

**Question 29:** Are the proponents to assume that the existing back-up generator has sufficient capacity to serve the back-up electrical requirements for the expansion?

**Response 29:** *The existing back-up generator was designed to support the existing facility. Confirmation by the consultant should be completed regarding the backup generator requirements for new and existing components of the facility once demands of the expansion are known.*

**Question 30:** Are there any upgrade requirements for the existing back-up generator fuel system?

**Response 30:** *To be confirmed by the consultant once requirements of the back-up generator are known.*

**Question 31:** Are there any upgrade requirements for the existing back-up generator exhaust flue stack?

**Response 31:** *See Response 30*

**Question 32:** Are there any upgrade requirements for the existing HVAC systems in existing WPCP facilities?

**Response 32:** *See Response 25*

**Question 33:** Are there any upgrade requirements for the existing dual gas fired hot water heating boilers?



**Response 33:** *See Response 25*

**Question 34:** Are there any upgrade requirements for the digester gas system?

**Response 34:** *See Response 25*

**Question 35:** Please confirm if SCADA and I&C upgrades are part of scope of work? If yes, could you please provide information about the existing SCADA system and the extent of upgrade needed?

**Response 35:** *SCADA upgrades to the extent that the expansion will be incorporated into the existing SCADA system at the current control level. To be confirmed once the demands of the expansion are known.*

**Question 36:** Who provides SCADA support for the Municipality?

**Response 36:** *ISI Controls Inc. currently provides the Municipality with SCADA support.*

**Question 37:** Can you please provide the existing SCADA architecture and P&ID drawings?

**Response 37:** *The Municipality and SCADA support will provide all available SCADA documentation available to the successful proponent.*

**Question 38:** For the building services (water, HVAC), will the controls be by the SCADA, stand-alone (alarms to SCADA), or by a building automation system (BAS)? If the preference is BAS, is there an existing BAS at the WPCP?

**Response 38:** *Currently, the building services are stand-alone with alarms to SCADA. It would be anticipated that this would expand into any required building services for the expansion.*

Please note that the RFP is advertised via MERX.com. The RFP Package will remain available until closing, May 21<sup>st</sup>, 2020.

Please include a signed (below) copy of this addendum in its entirety in each proposal submission.

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Company Representative

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Date (DD/MM/YYYY)

*End of ADDENDUM No. 1*