



**Town of Three Rivers
Request for Proposals (RFP)**

Engineering Consulting Services

**Municipal Pumping Infrastructure Capacity Upgrades
-Bridge Lift Station Capacity Upgrades-
-Montague Water Supply & Booster Station Capacity Upgrades-**

**RFP TOTR2026 - Engineering Consulting Services Municipal
Pumping Infrastructure Capacity Upgrades- PW-07**

1. Introduction

The Town of Three Rivers, through the Montague Sewer and Water Utility, is inviting proposals from qualified consulting engineering firms to provide professional engineering services for the Municipal Pumping Infrastructure Capacity Upgrades Project, consisting of:

- Bridge Lift Station Capacity Upgrades; and
- Montague Water Booster Station Capacity Upgrades.

The projects are intended to address existing and future infrastructure capacity requirements associated with continued residential, commercial, institutional, and industrial growth within the Montague service area. The upgrades will support the long-term reliability, resiliency, and operational efficiency of the Utility's wastewater collection and potable water distribution systems while ensuring compliance with applicable regulatory and funding requirements.

The successful consultant will be responsible for assessing existing infrastructure, confirming future capacity requirements, developing, and evaluating upgrade solutions, preparing detailed design and tender documents, assisting with regulatory approvals and procurement activities, and providing contract administration, construction review, commissioning support, climate reporting, Indigenous consultation technical support, and warranty services.

The projects have received funding through the Canada Housing Infrastructure Fund (CHIF) and will be subject to applicable federal, provincial, and municipal requirements, including project reporting, climate resilience, and consultation obligations.

The Montague Sewer and Water Utility owns and operates the municipal water distribution and wastewater collection systems serving the former Town of Montague and surrounding service areas within the Town of Three Rivers. As the Utility continues to accommodate growth and development, strategic investment in critical pumping infrastructure is necessary to maintain safe, dependable, and sustainable service for existing and future customers.

Given the importance of these facilities to the Utility's operations, the Town is seeking a consultant with demonstrated experience in municipal water and wastewater infrastructure, a strong understanding of local conditions and regulatory requirements, and, most importantly, familiarity with the Town's existing infrastructure, operational challenges, and future growth objectives. Proponents should clearly demonstrate how their local knowledge, previous experience with the Utility and its systems, and understanding of the service area will contribute to the successful planning, design, and delivery of both projects.

The Town intends to award the work under a single agreement and is seeking a consultant capable of delivering both projects in a coordinated, efficient, and cost-effective manner. The Town reserves the right to modify the scope of services, negotiate with the preferred proponent, or cancel the procurement process in accordance with the terms of this Request for Proposals.

1.1 Anticipated Schedule

Milestone	Target Date
RFP Release	July 22, 2026
Questions Deadline	August 25, 2026
Proposal Closing	August 27, 2026
Consultant Selection	Sept 14-Sept 28, 2026
Project Kickoff	TBD
Design Completion	TBD
Tender Issuance	TBD
Construction Start	TBD
Substantial Completion	TBD

1.2 Proposal Submission

Closing Date: Thursday August 27, 2026

Closing Time: 2 PM

Submission Method:

Email: darsenault@threeriverspei.com

Hard Copy: Town of Three Rivers, 172 Fraser Street, Montague, PE C0A1R0

Submissions to be marked: **RFP TOTR2026 Engineering Services Municipal Pumping Infrastructure Capacity Upgrades- PW-07**

Late submissions will not be accepted.

2. Project Background

Project A – Bridge Lift Station Capacity Upgrades

The Bridge Lift Station is a duplex submersible wastewater pumping station constructed in 2007 with an estimated pumping capacity of approximately 600 US gallons per minute (USGPM).

The facility consists of:

- Two ten hp submersible wastewater pumps.
- One 3,000 mm diameter precast concrete wet well.
- Below-grade valve chamber.
- Electrical, instrumentation, and control systems; and
- Associated force main infrastructure.

Recent and anticipated residential, commercial, and institutional growth within the Town has increased wastewater collection system demands. The Town intends to upgrade the facility to accommodate projected wastewater flows over a minimum 25-year planning horizon.

Project B – Montague Water Booster Station Capacity Upgrades

The Montague Water Supply and Booster Station were constructed in the mid-1990s and serves as a critical component of the Town's municipal water distribution system.

The facility consists of:

- Two production wells equipped with fifteen hp submersible pumps.
- A 100,000 Imperial gallon in-ground storage reservoir.
- A duplex booster pump skid.
- A seventy-five hp fire pump.
- Relay-based control system; and
- Mission monitoring and control system.

The Town anticipates continued residential, commercial, and institutional growth throughout the service area. To ensure reliable water service and adequate pressure throughout the distribution system, upgrades to the facility are required.

Potential upgrades may include:

- Booster pumping equipment.
- Fire pump systems.
- Process piping and valves.
- Electrical infrastructure.
- Instrumentation and controls.
- SCADA integration; and
- Building and site modifications.

2. Scope of Services

➤ Project A – Bridge Lift Station

The Consultant shall:

- Review available background information and operating data.
- Conduct site investigations and condition assessments.
- Evaluate current and projected wastewater flows.
- Assess lift station capacity and operational requirements.
- Evaluate upgrade alternatives.
- Develop a preferred upgrade strategy and cost estimates.
- Prepare detailed design drawings and specifications.
- Assist with approvals and permitting requirements; and
- Prepare tender documents suitable for public procurement.

➤ **Project B – Montague Water Booster Station**

The Consultant shall:

- Review available background information and operating data.
- Conduct site investigations and condition assessments.
- Assess current and projected water demand and fire flow requirements.
- Evaluate infrastructure performance and capacity.
- Identify deficiencies and upgrade requirements.
- Develop a preferred upgrade strategy and cost estimates.
- Prepare detailed design drawings and specifications.
- Assist with approvals and permitting requirements; and
- Prepare tender documents suitable for public procurement.

➤ **Climate Reporting Services**

The Consultant shall provide all technical services necessary to support compliance with Canada Housing Infrastructure Fund (CHIF) climate reporting requirements.

Services shall include:

- Identification and assessment of climate-related hazards relevant to the projects, including:
 - Flooding.
 - Extreme precipitation.
 - Storm surge.
 - Sea level rise.
 - High winds.
 - Extreme heat.
 - Power interruptions; and
 - Infrastructure resilience.
- Evaluation of climate adaptation and resilience measures.
- Documentation of climate hazard treatment measures incorporated into the projects.
- Review and application of appropriate climate resilience standards and guidance documents.
- Preparation of draft and final climate reporting documentation required by Housing, Infrastructure and Communities Canada (HICC); and
- Technical support during HICC review and approval processes.

➤ **Indigenous Consultation Technical Support**

Housing, Infrastructure and Communities Canada (HICC) have determined that federal Indigenous consultation obligations apply to this project and has identified L'Nuey (representatives of the Mi'kmaq First Nations of Prince Edward Island) as the Indigenous organization to be engaged regarding the proposed works.

HICC has requested that the Town of Three Rivers undertake the procedural aspects of consultation. The Town shall remain responsible for all direct communications with Indigenous communities, consultation activities, and submission of consultation records to HICC.

The Consultant shall provide technical support to the Town throughout the consultation process.

Technical Support Services

The Consultant shall:

Project Information

- Prepare project descriptions suitable for consultation purposes.
- Prepare project maps identifying work locations and limits.
- Provide drawings, figures, and supporting graphics to assist in communicating the proposed works.
- Prepare technical summaries describing the purpose, scope, and anticipated outcomes of the projects.

Technical Review and Response

- Participate in consultation meetings when requested by the Town.
- Provide technical explanations of proposed infrastructure improvements.
- Assist in reviewing and responding to technical questions, comments, or concerns received through the consultation process.
- Evaluate whether technical modifications to the project should be considered in response to consultation feedback.

Documentation Support

- Assist the Town in maintaining technical records of consultation activities.
- Provide summaries of technical discussions and responses.
- Assist in preparing documentation required by HICC to demonstrate consultation efforts.
- Support the Town in addressing requests for additional technical information from HICC.

Indigenous Consultation Deliverables

The Consultant shall provide:

- Project Information Package.
- Consultation Mapping and Figures.
- Technical Memoranda and Responses to Consultation Comments (if required).
- Meeting Summaries (if requested).
- Consultation Support Memorandum documenting technical assistance provided.

➤ **Tendering Services**

The Consultant shall:

- Prepare tender documents suitable for public procurement.
- Respond to bidder inquiries.
- Issue addenda.
- Review submitted bids.
- Prepare bid evaluation summaries; and
- Provide recommendations for contract award.

➤ **Contract Administration and Construction Services**

The Consultant shall:

- Administer the construction contracts on behalf of the Town.
- Review contractor submittals and shop drawings.
- Conduct site reviews and attend progress meetings.
- Review RFIs and change requests.
- Monitor construction progress and quality.
- Review and recommend progress payments.
- Support commissioning and startup activities; and
- Maintain project records.

➤ **Project Close-Out and Warranty Services**

The Consultant shall:

- Conduct substantial completion inspections.
- Review project close-out submissions.
- Prepare record drawings.
- Conduct warranty inspections.
- Assist with deficiency correction; and
- Recommend final acceptance.

3. Deliverables

Bridge Lift Station

- Existing Conditions Assessment
- Capacity Assessment
- Recommended Upgrade Strategy
- Class B Cost Estimate
- Class A Cost Estimate
- Detailed Design Drawings
- Technical Specifications

Montague Water Booster Station

- Existing Conditions Assessment
- Water Demand Analysis
- Recommended Upgrade Strategy
- Class B Cost Estimate
- Class A Cost Estimate
- Detailed Design Drawings
- Technical Specifications

Common Deliverables

- Climate Risk Assessment
- Climate Adaptation Summary
- CHIF Climate Reporting Documentation
- Indigenous Consultation Technical Support Documentation
- Tender Documents
- Bid Evaluation Report
- Recommendation for Award
- Site Review Reports
- Progress Meeting Minutes
- Payment Recommendations
- Record Drawings
- Warranty Inspection Report
- Project Close-Out Documentation
- Payment Recommendations
- Deficiency Lists
- Commissioning Documentation
- Maintain project records.

4. Proposal Submission Requirements

Section 1 – Proponent Information

Provide the following information:

- Legal name of the firm.
- Office location(s).
- Primary contact person and contact information.
- Corporate profile and overview.
- Years in business.
- Confirmation of authorization to practice professional engineering in Prince Edward Island.
- Names of any proposed subconsultants and their role in the project.

Section 2 – Corporate Qualifications and Relevant Experience

Proponents shall demonstrate their qualifications and experience in providing services of a similar nature and complexity.

Include:

- Description of the firm and its areas of expertise.
- Experience with municipal water and wastewater infrastructure projects.
- Experience with pumping stations, booster stations, lift stations, utility infrastructure, and related municipal projects.
- Experience providing assessment, design, tendering, contract administration, commissioning, and warranty services.
- Experience with federally and provincially funded infrastructure projects, including CHIF-funded projects where applicable.

The Town places significant importance on local knowledge and understanding of the Montague Sewer and Water Utility service area.

Proponents should clearly identify:

- Previous work completed for the Town of Three Rivers or the former Town of Montague.
- Familiarity with the Utility's infrastructure systems.
- Experience working within Prince Edward Island.
- Understanding of local growth and servicing challenges.
- Familiarity with local construction practices and contractors.

Project Examples

Provide a minimum of three (3) comparable projects completed within the last ten (10) years, including:

- Project description.
- Client name.
- Scope of services provided.
- Construction value (where available).
- Project completion date; and
- Reference contact information.

Section 3 – Project Team and Resources

Provide:

- Organizational chart identifying key personnel.
- Identification of the Project Manager.
- Résumés of key team members.
- Description of each team member's proposed role.
- Availability of key personnel for the duration of the project; and
- Description of any subconsultant involvement.

The Town reserves the right to consider the qualifications and availability of the proposed team as part of its evaluation.

Section 4 – Project Understanding and Methodology

Proponents shall demonstrate their understanding of the project objectives and provide a proposed approach for delivering the work.

Include:

- Understanding of the Bridge Lift Station Capacity Upgrades project.
- Understanding of the Montague Water Booster Station Capacity Upgrades project.
- Proposed methodology for facility assessment and capacity evaluation.
- Approach to development and evaluation of upgrade alternatives.
- Approach to detailed design, tendering, and construction services.
- Approach to climate reporting and CHIF compliance requirements.
- Approach to Indigenous consultation technical support requirements.
- Quality assurance and quality control procedures.
- Risk management considerations; and
- Identification of any value-added services or recommendations that may improve project outcomes.

The Town encourages proponents to identify opportunities that may improve project efficiency, reduce lifecycle costs, or enhance operational reliability.

Section 5 – Project Schedule and Reporting

Provide:

- Proposed project schedule.
- Key milestones and critical dates.
- Anticipated design, tendering, and construction timelines.
- Identification of any schedule risks.
- Proposed reporting and communication procedures.
- Frequency of project meetings and status updates.

The Town expects regular communication and coordination throughout the duration of the assignment.

Section 6 – Fee Proposal

Provide a completed Fee Proposal Form included as **Appendix B**.

The Fee Proposal shall include:

- Professional services fees.
- Disbursements.
- Subconsultant fees.
- Hourly rate schedule.
- Applicable taxes; and
- Any optional services identified by the proponent.

Section 7 – Assumptions and Exclusions

Provide a clear description of any:

- Assumptions.
- Exclusions.
- Qualifications.
- Limitations; or
- Conditions

that may affect the scope, schedule, or cost of the proposed services.

Any exclusions not expressly identified may be considered included within the proposed fee.

Section 8 – References

Provide a minimum of three (3) municipal or utility references for projects of a similar nature and complexity.

For each reference include:

- Organization name.
- Contact person.
- Title.
- Telephone number.
- Email address; and
- Description of the work completed.

The Town reserves the right to contact any reference provided and to consider information obtained from references and previous project experience when evaluating proposals.

Section 9 – Certifications and Declarations

Include:

- Proof of Professional Liability Insurance.
- Proof of Commercial General Liability Insurance.
- Proof of Automobile Liability Insurance.
- Confirmation of Workers Compensation coverage.
- Conflict of Interest Declaration.
- Addenda Acknowledgement Form (if applicable); and
- Signed Proposal Submission Form.

Failure to provide mandatory submission requirements may result in the proposal being rejected from further consideration.

5. Evaluation Criteria

Criteria	Points
Local Knowledge & Understanding of Town Infrastructure	30
Relevant Experience on Similar Projects	20
Project Team Qualifications & Availability	15
Project Approach & Methodology	15
CHIF, Climate Reporting, Regulatory & Consultation Support Experience	10
Fee Proposal	10
Total	100

6. Insurance Requirements

The successful consultant shall maintain:

Professional Liability Insurance- Minimum coverage of \$2,000,000 per claim.

Commercial General Liability Insurance- Minimum coverage of \$5,000,000 per occurrence, including:

- Bodily injury.
- Property damage.
- Personal injury.
- Products and completed operations.
- Non-owned automobile liability; and
- Contractual liability.

Automobile Liability Insurance

- Minimum coverage of \$2,000,000 per occurrence.

Workers Compensation

- Coverage in accordance with applicable legislation.

Certificates of insurance shall be provided prior to contract award.

Additional Insured Requirement

The Town of Three Rivers, The Government of Canada, and the Government of Prince Edward Island shall be named as an Additional Insureds under the Commercial General Liability policy.

The Town shall receive not less than thirty (30) days written notice of cancellation, nonrenewal, or material change to any required insurance policy.

7. Professional Registration Requirements

The Consultant shall:

- Be authorized to practice engineering in Prince Edward Island.
- Ensure all engineering work is completed under the supervision of a Professional Engineer licensed in PEI; and
- Affix professional seals to deliverables where required.

8. Prince Edward Island & CHIF Requirements

The Consultant shall comply with:

- Engineer's PEI requirements.
- PEI Occupational Health and Safety Act.
- PEI Public Procurement Act.
- Canadian Free Trade Agreement (CFTA).
- Atlantic Procurement Agreement (APA).
- Applicable environmental regulations.
- Applicable AWWA standards.
- Town of Three Rivers standards and specifications; and
- All applicable CHIF reporting and documentation requirements.

9. Ownership and Use of Deliverables

All reports, calculations, models, studies, specifications, drawings, digital files, and other deliverables prepared under this assignment shall become the property of the Town upon payment of fees owing.

The Town shall have unrestricted use of all project deliverables for municipal purposes.

This is particularly important since the Town may undertake future CHIF-funded phases based on this work.

10. Indemnification

The successful proponent shall indemnify and save harmless the Town of Three Rivers, its elected officials, officers, employees, and agents from claims, damages, losses, and expenses arising from negligent acts, errors, omissions, or breach of contract.

11. Procurement Terms and Conditions

11.1 Definitions

For the purposes of this RFP:

- **Town** means the Town of Three Rivers.
- **Utility** means the Montague Sewer and Water Utility.
- **RFP** means this Request for Proposals.
- **Proponent** means a firm or individual submitting a proposal in response to this RFP.

- **Proposal** means a submission provided in response to this RFP.
- **Consultant** means the successful proponent awarded the contract.
- **Contract** means the written agreement resulting from this RFP.
- **Must, Mandatory, Required, or Shall** indicate a requirement that must be met.
- **Should or Desirable** indicate a requirement that is preferred but not mandatory.

12. Enquiries

All enquiries regarding this RFP shall be submitted in writing to:

Dorothy Macdonald

Town of Three Rivers

dmacdonald@threeriverspei.com

RFP TOTR2026 Municipal Pumping Infrastructure Capacity Upgrades- PW-07

Questions to be received no later than two (2) business days prior to the proposal closing date.

Information obtained from any source other than the designated contact person shall not be considered official.

The Town shall not be responsible for verbal instructions, interpretations, or representations.

(A copy of the consultant's agreement to be signed, and a link to the Climate report questions required has also been attached for reference.)

12.1 No Obligation to Proceed

The issuance of this RFP does not obligate the Town to award a contract or proceed with any portion of the work described herein. The Town reserves the right to cancel, amend, suspend, or reissue this RFP at any time.

12.2 Cancellation of RFP

The Town may cancel this RFP, in whole or in part, where project requirements change, funding changes, insufficient competition exists, or where the Town determines cancellation is in its best interest.

12.3 Errors, Omissions, and Clarifications

Proponents shall immediately notify the Town of any ambiguity, inconsistency, error, omission, or uncertainty identified in this RFP.

The Town may issue clarifications by addendum.

12.4 Addenda

The Town reserves the right to modify this RFP by addendum at any time prior to the closing date.

All addenda issued shall form part of this RFP.

Proponents are responsible for ensuring they have received all addenda prior to submitting a proposal.

12.5 Proposal Evaluation

The Town's evaluation may include:

- Information contained in the proposal.
- Information obtained from references.
- Previous experience with the proponent.
- Past performance on municipal or public-sector projects.
- Interviews, if conducted; and
- Any other information required to evaluate the proposal.

The Town may reject a proposal where it determines that a proponent has:

- Submitted misleading, inaccurate, incomplete, or false information.
- Failed to honour commitments made in a proposal.
- Demonstrated unsatisfactory performance on previous projects; or
- Engaged in conduct the Town considers detrimental to successful project delivery.

The Town's evaluation and selection decisions shall be final.

12.6 Proposal Clarification

The Town reserves the right to:

- Request clarification of any proposal.
- Request additional supporting information.
- Verify information contained in proposals; and
- Interview proponents.

Any clarification request shall not constitute an opportunity to alter the submitted proposal.

12.7 Proposal Resubmission and Withdrawal

A proposal may be amended, replaced, or withdrawn at any time prior to the proposal closing date.

The most recent submission received prior to closing shall supersede all previous submissions.

Following the closing time, proposals shall become irrevocable for the proposal validity period.

12.8 Proposal Validity

Proposals shall remain open for acceptance by the Town for a period of one hundred twenty (120) days following the proposal closing date.

12.9 Subcontracting

Subcontracting is permitted provided that:

- All subconsultants are clearly identified in the proposal.
- The prime consultant assumes overall responsibility for the project; and
- Any changes to identified subconsultants after contract award receive prior written approval from the Town.

The Town may reject the use of any subconsultant where a conflict of interest exists.

12.10 Assignment

Neither the Contract nor any portion thereof shall be assigned without the prior written consent of the Town.

12.11 Confidentiality

Proponents shall treat all information contained within this RFP as confidential and shall use such information solely for the purpose of preparing a proposal.

The successful consultant shall maintain the confidentiality of all Town information obtained during the course of the project and shall not disclose such information without written authorization from the Town.

12.12 Laws of Prince Edward Island

This RFP and any resulting agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the laws of Canada applicable therein.

12.13 Gratuities

The Town may reject a proposal or terminate a contract if it determines that gifts, entertainment, favours, inducements, or other gratuities were offered to Town officials, employees, agents, or representatives in connection with this procurement process.

12.14 Insurance and Workers Compensation

The Insurance requirements identified in Section 7 shall remain in force for the duration of the Contract.

12.15 Performance

The Town reserves the right to terminate or suspend the contract where performance by the Consultant is deemed unsatisfactory.

The Town shall be the sole judge of acceptable performance.

12.16 Electronic Payment

The successful consultant shall provide all information required to facilitate payment through the Town's Electronic Funds Transfer (EFT) system.

12.17 Debriefing

Unsuccessful proponents may request a debriefing following contract award.

Any request for debriefing shall be submitted within ten (10) business days of contract award notification.

12.18 Reservation of Rights

The Town reserves the right to:

- Accept or reject any or all proposals.
- Waive minor informalities or irregularities.
- Request clarification of any proposal.
- Verify proposal information.
- Seek references from sources other than those identified by the proponent.
- Negotiate scope, fees, staffing, schedule, and contract terms with the preferred proponent.
- Award all or part of the work described within this RFP.
- Cancel the procurement process at any time; and
- Proceed in the manner deemed most advantageous to the Town.

Appendix A – Submission Checklist

- ☐ Cover Letter
- ☐ Corporate Profile
- ☐ Understanding of Project
- ☐ Methodology and Work Plan
- ☐ Project Schedule
- ☐ Project Team and Organizational Chart
- ☐ Key Personnel Resumes
- ☐ Similar Project Experience
- ☐ References
- ☐ Fee Proposal Form
- ☐ Assumptions and Exclusions
- ☐ Proof of Insurance
- ☐ Conflict of Interest Declaration
- ☐ Addenda Acknowledgement
- ☐ Signed Proposal Submission Form

Appendix B – Fee Proposal Form

All pricing shall be in Canadian dollars and exclusive of HST.

Professional Services

Description	Amount (\$)
Bridge Lift Station – Assessment, Design & Tendering	
Montague Water Booster Station – Assessment, Design & Tendering	
Climate Reporting & CHIF Compliance Support	
Indigenous Consultation Technical Support	
Contract Administration & Construction Services	
Warranty Services	
Professional Services Subtotal	

Disbursements

Description	Amount (\$)
Travel & Mileage	
Printing & Reproduction	
Other (Specify)	
Disbursements Subtotal	

Subconsultants

Description	Amount (\$)
Subconsultant Fees	

Total Proposal Price

Description	Amount (\$)
Professional Services	
Disbursements	
Subconsultants	
Subtotal	
HST	
Total Proposal Price	

Appendix C – Assumptions and Exclusions

Proponents shall clearly identify all assumptions, exclusions, limitations, and qualifications associated with their proposal.

Any exclusions not specifically identified may be considered included within the proposed fee.

Assumptions

Exclusions

APPENDIX D – PROPOSAL SUBMISSION FORM

Municipal Pumping Infrastructure Capacity Upgrades

-Bridge Lift Station Capacity Upgrades

-Montague Water Supply & Booster Station Capacity Upgrades

To: **Town of Three Rivers Montague** Sewer and Water Utility

The undersigned Proponent hereby submits this Proposal in response to the Request for Proposals for Engineering Consulting Services – Municipal Pumping Infrastructure Capacity Upgrades.

The Proponent acknowledges that:

1. The Town of Three Rivers is not obligated to accept the lowest-priced proposal or any proposal received.
2. The Proponent has carefully examined the Request for Proposals, including all addenda issued.
3. The Proponent agrees to perform the services described in the RFP in accordance with the requirements outlined therein.
4. The information provided in this proposal is complete and accurate.
5. The proposed fee shall remain valid and open for acceptance for a period of one hundred twenty (120) days following the proposal closing date.
6. The Proponent possesses the qualifications, experience, personnel, and resources necessary to undertake the work.
7. The Proponent has disclosed all known conflicts of interest and identified all assumptions and exclusions associated with the proposal.

Legal Name of Proponent:

Operating Name (if different):

Company Address:

Primary Contact Person:

Title:

Telephone:

Email Address:

Proposal Price

The undersigned confirms that the completed Fee Proposal Form included in Appendix B forms part of this Proposal.

Total Proposal Price (Excluding HST)

\$ _____

Addenda Acknowledgement

The Proponent acknowledges receipt of the following Addenda:

Addendum Number	Date Received

Certification

I have the authority to bind the Proponent and certify that the information contained in this Proposal is true and complete.

Authorized Representative:

Title:

By signing this Proposal Submission Form, the Proponent agrees to comply with all terms and conditions contained within this Request for Proposals and any subsequent agreement entered into with the Town of Three Rivers.

Signature:

Date:

Corporate Seal (if applicable)AFFIX CORPORATE SEAL HERE

Appendix E- Conflict of Interest Declaration

I certify that, to the best of my knowledge, no actual, potential, or perceived conflict of interest exists in relation to this proposal except as noted below.

Conflict Details (if applicable):

Company Name:

Authorized Representative:

Signature:

Date:

For Reference:

CONSULTANT AGREEMENT

BETWEEN:

_____, as represented by the CAO (hereinafter
referred to as the "TOWN OF THREE RIVERS")
OF THE FIRST PART

AND:

referred to as the "Consultant."
OF THE SECOND PART

WHEREAS the TOWN OF THREE RIVERS has requested the Consultant to provide certain services.

AND WHEREAS the Consultant has agreed to provide such services to the TOWN OF THREE RIVERS.

AND WHEREAS the TOWN OF THREE RIVERS and the Consultant wish to set out the terms and conditions relating to the provision of such services.

THEREFORE, the Council and the Consultant agree as follows:

DEFINITIONS:

"Contracting Authority" means the Town of Three Rivers or the authorized delegate.

1.SERVICES AND PAYMENT

1.1 The Consultant agrees to provide to the TOWN OF THREE RIVERS those services set out in the Request for Proposal, " **RFP** _____ **and** attached as Appendix "A" hereto and the Consultant's Proposal, dated _____ and attached as Appendix "B" hereto (the "Services") to the full satisfaction of the TOWN OF THREE RIVERS.

1.2 The TOWN OF THREE RIVERS agrees to pay for the services, a total amount not greater than \$_____ based on the formula set out in Appendix B hereto.

1.3 The Consultant and the TOWN OF THREE RIVERS have mutually agreed upon the following terms, and nothing in Appendix "A" will supersede the terms listed in this part.

2. TERM

2.1. This Contract shall commence on the _____ and terminates on the _____ unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

i) If, to the TOWN OF THREE RIVERS:

John Jamieson, CAO
172 Fraser Street, PO Box 546
Montague, PE
COA IRO
Facsimile number: 902-838-3392

Reference: _____

3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

4. ENTIRE AGREEMENT

This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the Consultant and all such prior agreements, arrangements and understandings shall be

deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

5. GENERAL TERMS

5.1 Any information obtained from or concerning any department of the TOWN OF THREE RIVERS, or clients of any department of the TOWN OF THREE RIVERS, by the Consultant, its agents, or employees in the performance of any contract shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the TOWN OF THREE RIVERS and in the possession of or under the control of the Consultant. This clause survives the termination of this contract.

5.2 Time shall in every respect be of the essence.

5.3 The Consultant is an independent Consultant with the TOWN OF THREE RIVERS and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the TOWN OF THREE RIVERS and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation, and any payroll tax.

5.4 This contract shall be interpreted and governed in accordance with the laws of PEI and the laws of Canada as they apply in PEI.

5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.

5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.

5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information,

invention, method or process and all other property, work or materials which are produced by the Consultant in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the TOWN OF THREE RIVERS and the Consultant hereby absolutely assigns to the TOWN OF THREE RIVERS the copyright in the property for the whole of the term of the copyright.

5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.

5.9 This contract may be extended by the written consent of the parties.

5.10 The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other officer, employee or agent of the TOWN OF THREE RIVERS.

5.11 This contract shall enure to the benefit of and be binding on the respective administrators, successors, and assignment of each of the parties hereto.

6. CONSULTANT RESPONSIBILITIES

6.1 The Consultant shall indemnify and hold harmless, the TOWN OF THREE RIVERS, its officers, employees, servants, and agents from and against all claims, actions, causes of action, , direct losses, or other proceedings as a result of the negligence of the Consultant under this contract.

6.2 The Consultant shall be liable to the TOWN OF THREE RIVERS for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Consultant for use in connection with the contract to the extent that such loss or damage results from the negligence of the Consultant.

6.3 ASSIGNMENT: The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the TOWN OF THREE RIVERS which shall not be unreasonably withheld. In the case of a proposed assign of monies owing to the Consultant under this contract, the consent in writing of the CAO of the TOWN OF THREE RIVERS must be obtained during the term of this Contract.

6.4 The Consultant shall notify the TOWN OF THREE RIVERS immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.

6.5 If at any time the Consultant considers their estimates indicate costs will exceed the project budget, they will immediately advise the Town of Three Rivers. In these circumstances, the Consultant will work with the TOWN OF THREE RIVERS at the previously agreed upon rates to discuss project scope, change orders and /or design revisions as appropriate.

6.6 Confidential Data

Except as required in the performance of services set out in this agreement, the Consultant must take all reasonable steps to maintain as confidential all data and information made available to the Consultant, by the TOWN OF THREE RIVERS, which is generated by or results from the Consultant's performance of the Services described in this Contract. All such data and information is the property of the Town of Three Rivers and will not be disclosed except as required by law. This clause shall survive the termination of the Contract.

The use and disclosure of the confidential information shall not apply to information which:

- a) Was known to the Contactor before receipt of same from the TOWN OF THREE RIVERS, or
- b) Becomes publicly known other than through the Consultant; or
- c) Is disclosed pursuant to the requirements of a governmental authority or judicial order.

7. TERMINATION

7.1 The TOWN OF THREE RIVERS may terminate this contract at any time without penalty upon giving written notice to this effect to the Consultant if, in the opinion of the Contracting Authority, the Consultant is unable to deliver the service as required, the Consultant's performance of work is persistently faulty, in the event that the Consultant becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the contract or the Consultant defaults or fails to observe the terms and conditions of the contract in any material respect.

- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the TOWN OF THREE RIVERS for work performed to the date of termination and the TOWN OF THREE RIVERS will pay the Consultant for work performed to the date of termination.

8. FINANCIAL

- 8.1 The TOWN OF THREE RIVERS may set off any payment due the Consultant against any monies owed by the Consultant to the TOWN OF THREE RIVERS.
- 8.2 The Town of Three Rivers will pay the HST and such must be listed on all invoices as a separate line item.
- 8.3 Provided all terms and conditions on the part of the Consultant have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from PEI Consultants will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.
- 8.4 The TOWN OF THREE RIVERS may, in order to discharge lawful obligations or to satisfy lawful claims against the Consultant or a Subconsultant arising out of the execution of work, pay any amount which is due and payable to the Consultant under the contract directly to the obligee of, and/or the claimants against, the Consultant or Subconsultant.

9. INSURANCE

The Consultant shall, obtain, maintain, and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment, or super-assessment by a Workers' Compensation Board as a result of an accident-causing injury or death to an employee of the Consultant or Subconsultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the TOWN OF THREE RIVERS.
- b) Comprehensive General Liability Insurance with limits of not less than million dollars (\$5,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

X Products & Completed Operations Liability *
 X Consultant's Protective Liability
 X Blanket Contractual Liability
 X Broad Form Property Damage
 X Personal Injury Liability
 X Cross Liability
 X Medical Payments
 X Non-owned Automobile Liability *
 X Contingent Employers Liability *
 X Employees as Additional Insureds * *WHERE APPLICABLE

- c) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

All policies shall provide that thirty days written notice be given to the TOWN OF THREE RIVERS prior to cancellations of any such policies.

The Consultant's liability for claims which the TOWN OF THREE RIVERS has or may have against the Consultant or the Consultant's employees, agent, representatives and subconsultants, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited, notwithstanding any other provision of this Agreement, to the insurance proceeds recovered under the applicable policy of insurance required in this Agreement.

The policies shall name the TOWN OF THREE RIVERS and all Subconsultants as additional insured only with respect to the terms of this contract (except on Workers' Compensation Insurance, Automobile and Professional Liability) and shall extend to cover the employees of the insured hereunder.

The Consultant shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Consultant shall deposit with the TOWN OF THREE RIVERS prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the TOWN OF THREE RIVERS and with insurance companies satisfactory to the TOWN OF THREE RIVERS.

For reference Climate Report Link

