

**Request for Proposals for  
LPRCA Big Otter Floodplain Mapping**

Date Issued: May 9, 2023

Closing Date and Time: 3:00 p.m. on Friday, May 26, 2023

Closing Location:  
Long Point Region Conservation Authority  
4 Elm Street  
Tillsonburg, ON N4G 0C4

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# 1 Introduction

The Long Point Region Conservation Authority (LPRCA) is seeking consulting services to undertake new floodplain mapping in Big Otter Creek from Highway 3 in the Town of Tillsonburg to Calton Line in Bayham Township, a distance of about 47 kilometres. The project is being partially funded through the Ministry of Natural Resources and Forestry (MNRF) with an upset limit of \$64,000. The LPRCA Big Otter Creek Flood Hazard Mapping project (the Project) will be initiated in 2023 and must be completed by March 31, 2024. Proposals for the work are to be submitted no later than **3:00 pm Eastern Standard Time on Friday, May 26, 2023**.

LPRCA's jurisdiction extends west of Port Burwell and east to Sweets Corner's along the shore of Lake Erie and extending north into Brant and Oxford Counties. The watershed covers 2,782 square kilometers and is home to approximately 102,000 people. Big Otter Creek, with a watershed area of 820 square kilometers, has its headwaters in Oxford County and winds its way southwest and south to Lake Erie in Port Burwell, Bayham Township, Elgin County.

Historical floodplain mapping for Norwich, Tillsonburg and Vienna on Big Otter Creek was prepared by James F. MacLaren Limited in 1979. New floodplain mapping based on updated technical guidance and modeling and mapping resources was completed by Wood Environment & Infrastructure Solutions in 2020 for Big Otter Creek in Norwich, through Tillsonburg and from Calton Line to Port Burwell.

The purpose of this Project is to prepare, to current mapping and technical standards, floodplain mapping for the Big Otter Creek reach between the new Tillsonburg mapping and Calton Line in Bayham Township. The Project study area is shown generally in Figure 1. Updated flood hazard mapping is required to support LPRCA's flood forecasting and warning for flood prone communities and MNRF Lake Erie Unit's fish habitat studies on Big Otter Creek.

Hydrology analysis is not required as part of this project. The return period and Regional storm flow data for input to the hydraulic analysis will be provided by LPRCA. The development of the return period and Regional storm flow data is documented in the report, *Long Point Region Watershed Hydrologic Model Study*, Schroeter and Associates, 2006, the 2018 Update to same, and the *Long Point Region Riverine Flood Hazard Mapping Update*, Wood Environment & Infrastructure Solutions, 2020.

This Project will focus on new base mapping derived from LiDAR topographic information which will be provided by LPRCA at the outset of the project; hydraulic analysis to determine water surface elevations including in-field channel and structure surveys; and floodline delineation on the newly created maps.

The Project will generally be carried out in accordance with the:

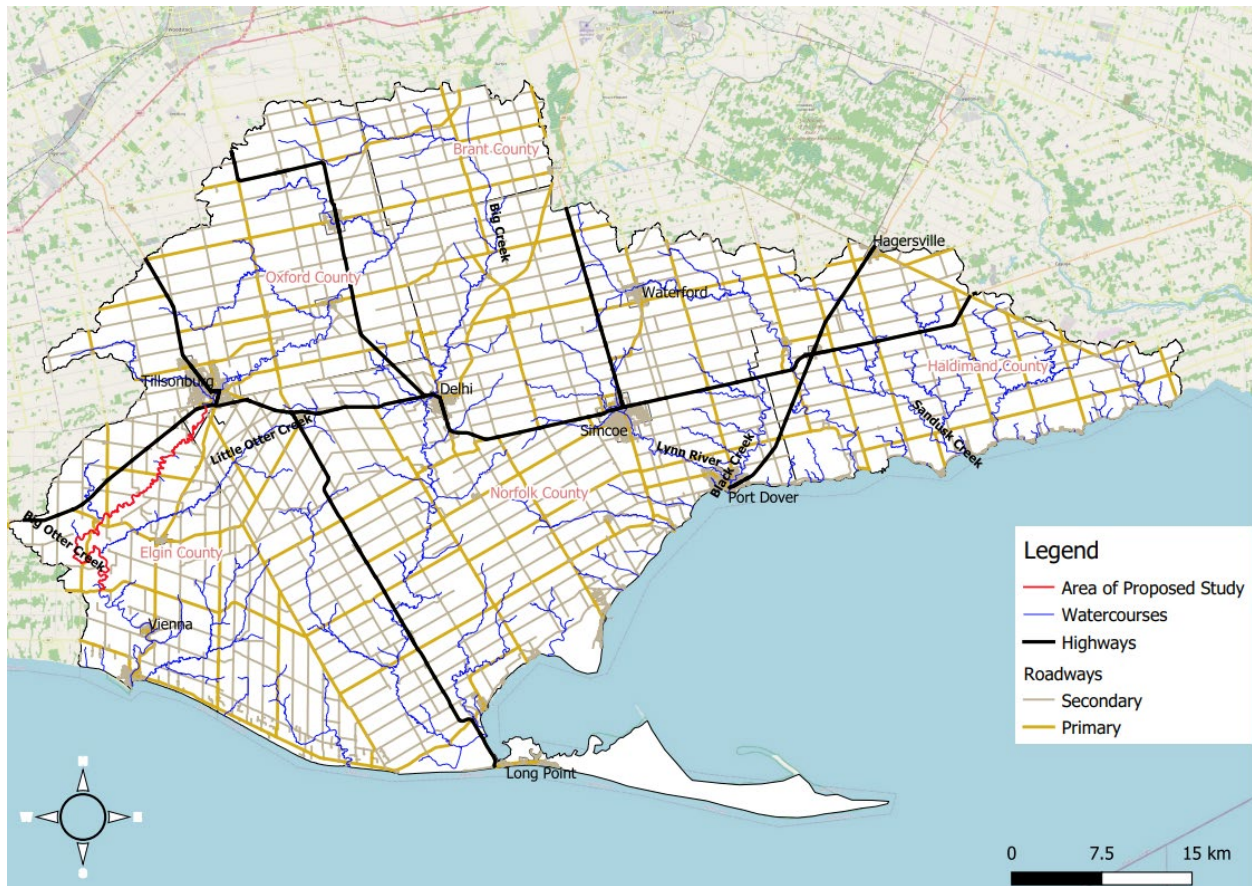
1. *Technical Guide - River & Stream Systems: Flood Hazard Limit* (Ontario Ministry of Natural Resources, 2002);
2. *Canadian Floodplain Mapping Guidelines and Specifications, Draft Version 1.0* (Natural Resources Canada and Public Safety Canada, December 2016), as updated; including

3. *Federal Hydrologic and Hydraulic Procedures for Flood Hazard Delineation, Version 1.0* (Natural Resources Canada, 2019), and
4. *Technical Guidelines for Flood Hazard Mapping, Sections 4 and 5* (EWRG Ltd. For CLOCA, CVC, Ganaraska RCA, Grand RCA, NVCA and TRCA, March 2017), as appropriate.

The successful Consultant Team must possess sufficient resources to meet the project timeline and skills in the following areas:

- Water resources engineering, hydraulic modeling and flood hazard mapping;
- Geographic Information Systems and cartography; and
- Project management.

In addition to technical qualifications, the Consultant Team must exhibit such skills as diplomacy, tact, strong communication ability (both written and oral), and a demonstrated history of working successfully as a team.



**Figure 1: Long Point Region Conservation Authority Project and Study Area**

## 2 Scope of Work

### 2.1 Project Management

The Project will be managed by the LPRCA guided by a Project Team with municipal and MNRF Lake Erie Unit participation. The Project Team will provide direction and review draft deliverables at key milestones. The Project Team will meet approximately every three (3) months or at key milestones. Additional teleconferences will be scheduled as needed.

The Consultant's proposal should include a minimum of four (4) meetings to be held virtually or at LPRCA's Tillsonburg office location as appropriate. LPRCA is expecting that the start-up meeting will be attended in person. All other meetings can be conducted virtually via Microsoft Teams if preferred. The Consultant will produce agendas, minutes, and all materials needed for the meetings. A contingency fee for additional Project Team meetings should be identified in the Consultant's proposal.

### 2.2 Task #1: Background Review

The Consultant will review relevant background materials, including existing technical studies, historic flood records, and current technical guidance. The objective of the background review is to familiarize the Consultant with geographic area, local issues, and resources available to undertake the Project.

The Consultant will prepare a technical memo for Project Team review and approval, describing the background review, confirming the analytical approach for Tasks 2-4, and identifying data gaps and a strategy to resolve them.

The following information will be made available to the Consultant:

1. GIS and data as required, which may include the following:
  - a. Orthoimagery (SWOOP 2020, 2015, 2010)
  - b. Watercourse, Long Point Region Conservation Authority;
  - c. Roads and other base map layers, Land Information Ontario, Ministry of Natural Resources and Forestry;
  - d. Building footprints, provided by Municipality;
2. 2018 LiDAR Digital Terrain Model – Lake Erie, Ministry of Natural Resources and Forestry
3. *Long Point Region Riverine Flood Hazard Mapping Update*, Wood Environment & Infrastructure Solutions, 2020 available online at [Policies & Guidelines - Long Point Region Conservation Authority \(lprca.on.ca\)](https://www.lprca.on.ca/Policies-Guidelines-Long-Point-Region-Conservation-Authority).
4. HEC-RAS 1-D models for Big Otter Creek through Tillsonburg and from Calton Line to Port Burwell, Wood 2020;
5. OSIM bridge condition assessment reports available from Elgin County
6. Hydrologic information from the 2006 Long Point Region Watershed Hydrologic Model Study and 2018 Update for the 2-, 5-, 10-, 25-, 50-, 100-, and 200-year floods, and the Regional storm flood;
7. Any other data requested that is reasonably available to LPRCA.

Note: Municipal roads departments in this Region do not generally have as-built drawings for bridge structures.

Other relevant documents include:

- *River & Stream Systems: Flooding Hazard Limit – Technical Guide*, Ontario Ministry of Natural Resources, 2002 (**the MNR Technical Guide**) available online at [Policies & Guidelines - Long Point Region Conservation Authority \(lprca.on.ca\)](#)
- *Federal Hydrologic and Hydraulic Procedures for Flood Hazard Delineation, Version 1.0* (Natural Resources Canada, 2019) available online at [Federal Flood Mapping Guidelines Series \(publicsafety.gc.ca\)](#)
- *Technical Guidelines for Flood Hazard Mapping*, EWRG Ltd, March 2017 (**the 2017 Technical Guidelines**).
- *Long Point Region Source Protection Plan* and supporting technical studies, including the *Long Point Region Watershed Characterization Report* available online at [www.sourcewater.ca](http://www.sourcewater.ca)

### 2.3 Task #2: Prepare Base Mapping

The Consultant will prepare base mapping for the Project. The base mapping will be derived from LiDAR which will be provided by LPRCA at the outset of the project and infield surveying completed by the consultant as necessary. Mapped features will include:

- 0.5 m topographic contours
- Structures (buildings)
- Infrastructure including: municipal roads and bridges; municipal drains; municipal treatment facilities and transmission mains
- Watercourses, waterbodies, wetlands

Many of the watercourses are contained in deeply incised valleys. The mapped area will be of sufficient area to cover the flood and erosion hazard areas and setbacks, including the Regional storm floodplain and, where applicable, the riverine valley walls plus 100 metres.

Reference for all models, analysis, and field data must be geodetic datum CGVD2013 (CGG2013 NAD83 CSRS)

Base mapping will be reviewed by the Project Team.

### 2.4 Task #3: Prepare Flood Hazard Mapping

The Consultant will undertake the technical work required to produce flood hazard mapping for the Big Otter river reach between Tillsonburg and Calton Line as shown on Figure 2, as follows:

Hydraulic analysis to determine flood levels will be carried out for the 2-, 5-, 10-, 25-, 50-, 100-year and 200-year floods and the Regional Storm flood.

Hydraulic analysis will be carried out using the latest version of HEC-RAS.

Hydraulic analysis and documentation will be in accordance with the 2002 MNRF Technical Guide – River and Stream Systems: Flooding Hazard Limit, and generally be carried out according to the 2017 EWRG Technical Guidelines for Flood Hazard Mapping, Section 4.

The consultant will carry out field inspections of the creek system in the study area to identify, measure and create an inventory of all culverts, bridges and other obstructions and features as required to complete the analysis. All measurements, data and photographs will be included in the final report.

If discrepancies or areas of concern are noted when reviewing the 2018 LiDAR digital elevation/surface model, additional field data should be collected as needed to verify the site features or to supplement the DEM.

The consultant will ensure that the number, location, and orientation of cross-sections will be consistent with standard HEC-RAS modeling methodology. In addition, the consultant will ensure that the ineffective flow option, expansion/contraction coefficients, and Manning's N values used are consistent with HEC-RAS modeling methodology and the 2017 Technical Guidelines.

Note that, to meet the needs of the partner MNRF Lake Erie Unit, similar attention must be paid to the accuracy of the hydraulic model at the low end of the flow range (i.e. the 2-year and 5-year flood flows) as for the high flows including, for example, additional cross-sections and model verification at the lower flows as necessary.

Hydraulic calculations must be approved by the Conservation Authority before the flood hazard limits are delineated. The review will be carried out by the Conservation Authority as per the 2017 Technical Guidelines for Flood Hazard Mapping, Section 4.

The hydraulic analysis report must be sealed, signed and dated by a Professional Engineer.

The Consultant will prepare 1:2,000 mapping and digital data, consistent with federal standards and guidelines and requirements of the MNRF. Maps should be provided in suitable resolution for reproduction purposes. The maps should follow the same layout and format as the adjacent 2020 Big Otter Creek flood hazard maps.

The 5-year, 25-year, 100-year and Regional Storm floodlines will be delineated on the maps. Water surface elevations will be shown for the 100-year and Regional Storm flood at each cross-section as per the 2017 Technical Guidelines for Flood Hazard Mapping, Section 5 and as shown on the adjacent 2020 Big Otter Creek flood hazard maps.

## **2.5 Task #5: Prepare reports**

The Consultant will prepare a Draft Flood Hazard Mapping Technical Report and Appendices summarizing all work completed for review by the Project Team. A minimum of 2 weeks will be allowed for review by the Project Team. The Consultant will revise the Draft report based on input from the Project Team. The revised Draft report will be reviewed by the Project Team, and updated by the Consultant, for final approval.

## 2.6 Summary of Deliverables

The Consultant shall be responsible for providing the following deliverables to the satisfaction of the Project Team.

All deliverables will be supplied in digital format that is easily printed for dissemination. Hard copy reports are not expected. The conservation authority shall have ownership of copyright and other intellectual property rights in all these deliverables.

The Consultant is responsible for providing:

- Agendas and minutes of all Project Team meetings (PDF).
- Draft and final copies (PDF) of the following reports:
  1. Background Review technical memo
  2. Big Otter Floodplain Mapping Technical Report and Appendices
- All final reports are to be submitted in a format compatible with our website (e.g. PDF) and compliant with the Accessibility for Ontarians with Disabilities Act.
- Floodplain maps digitally in PDF format.
- Electronic copies of all model input data and output files, HEC-RAS files shall be supplied in an executable format.
- All delivered spatial data including, but not limited to vector and raster data must be georeferenced and have the same spatial reference. Metadata must be provided for all delivered spatial data along with supplemental data dictionaries for each layer delivered. Each hazard limit must be delivered as an individual layer, be segmented and attributed by reach (at minimum) and a map sheet identifier.
  - The following horizontal coordinate systems are acceptable with each layer specifying in metadata which is used:
    - NAD 83 (CSRS 1997 epoch), Zone 17
    - NAD 83 (CSRS 2010 epoch), Zone 17
  - The following vertical coordinate systems are acceptable with each layer specifying in metadata which is used (if has vertical):
    - CGVD2013 (CGG2013 NAD83 CSRS)

## 3 Instructions to Proponents

### 3.1 Submission Details

The proposal must be marked “**CONFIDENTIAL - Long Point Region Conservation Authority – Big Otter Creek Floodplain Mapping Study – Proposal**” addressed to Aaron LeDuc, Manager of Corporate Services. Digital submissions of the proposal in PDF format will be accepted by email until **3 pm (EST) on Friday, May 26, 2023**. Submitted proposals received after this time will not be considered. Proposal must be submitted to:

Aaron LeDuc  
Manager of Corporate Services  
[aleduc@lprca.on.ca](mailto:aleduc@lprca.on.ca)  
Long Point Region Conservation Authority

A Read Receipt must be requested by the submitting proponent and an acknowledgement of the submitted proposal will be provided by LPRCA. It is the responsibility of the proponent to obtain acknowledgement of submission.

All submitted proposals including costs are public information and subject to the Freedom of Information and Privacy Acts.

The LPRCA reserves the right to cancel this RFP for any reason without liability.

The contract award based on the RFP requires LPRCA Board of Directors approval.

### 3.2 Enquiries and Clarification

Questions in written form will be received and answered by the Project Coordinator, Brady Baker, at [bbaker@lprca.on.ca](mailto:bbaker@lprca.on.ca) until 1:00 pm (EST) on Friday, May 19, 2023. All questions received that may affect this RFP will be issued by addenda from the LPRCA.

All Addenda shall be issued by the LPRCA by 4:30pm (EST) on Tuesday May 23, 2023.

Information obtained from any other person or source is not official and is not to be relied upon. Inquiries and responses will be recorded and may be distributed to all Proponents at the LPRCA’s option. Any interpretation, correction or change to the documents will be made by a written notice of change (addendum). The addendum will become a part of the submission and will be taken into consideration in arriving at the final decision. Interpretations, corrections or changes made in any other way will not be binding and should not be relied upon by Proponents. It is the responsibility of the Proponent to determine that it has received all addenda before submitting a Proposal.

### 3.3 Right to Accept, Reject or Modify Submissions

LPRCA reserves the sole right to reject any and/or all proposals submitted at its sole discretion. In the event that a prepared Proposal does not precisely and entirely meet the requirements of the Request for Proposal, the LPRCA reserves the right to enter into negotiations with the selected consultant(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to the proposal.

### 3.4 Errors and Omissions

It shall be understood and acknowledged that, while this contract includes specific requirements, minor items or details not specified but obviously required shall be provided as if specified. Any omissions or errors or misinterpretation of these requirements or within this document shall not relieve the Consultant of the responsibility of providing the goods or services.

### 3.5 Submission Response Requirements and Evaluation Process

Proponents' Proposals will be limited to 15 pages (letter size, 7.5 pages if double-sided), exclusive of CVs, and will include the following:

1. Company profile, qualifications and experience of the firm(s), including a minimum of three previous projects that the company has undertaken that are similar in size and scope. Include a project description, services delivered and a reference with contact information for each project.
2. Qualifications and experience of the Project Manager and Team, including proposed roles and responsibilities for the Project and CVs. Substitutes of the successful Proponent's team members will not be permitted without LPRCA approval.
3. Proposed approach to the Project, describing methods, deliverables and value added services, and including detailed work plan and schedule broken down by task.
4. Detailed budget including time/task matrix indicating costs and allocated hours for individual team members. The budget will include all consulting fees and disbursements to complete the tasks. All disbursements including, but not limited to, travel, communications, printing, etc., should be indicated separately. Provisional items should be indicated separately. Payment to sub-consultants and sub-contractors will be the responsibility of the successful Proponent.
5. Notwithstanding the text above, the project schedule and budget can be submitted on ledger size paper (11"x17") if such provides improved legibility, single sided, and shall count as 1 page each toward the total. Due to MNRF funding conditions, this project must be completed by March 31, 2024.

In addition to the Proposal, the Proponent's Submission will include a completed Declaration of Disclosure (Appendix A).

Submissions will be reviewed by an Evaluation Committee that will consist of relevant LPRCA staff and Project Team members. Submissions will be assessed on the basis of information provided by the Proponent at the time of submission, as well as any additional information that may be gained through subsequent correspondence, meetings, interviews, and negotiations. Proposals will be evaluated using the following criteria:

- Proposal completeness and quality;
- Qualifications and experience of the firm, project manager, and team;
- Understanding and approach;
- Cost; and
- Ability to complete the project within the required timeline.

## **4 General Term of Conditions**

### **4.1 Contract**

The LPRCA will require a legally binding contract to be signed before work commences (sample Appendix C). No proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the contract has been signed by both parties.

### **4.2 Confidential Data**

The Consultant shall not at any time before, during or after the completion of the services divulge any confidential information communicated to or acquired by the Service Provider or disclosed by LPRCA in the course of carrying out the services provided for herein. No such information shall be used by the Service Provider before, during or after the completion of the services on any other project without the prior written consent of LPRCA.

All developed HEC-RAS models, data, facts and information, including third party information, provided by LPRCA to the Service Provider for any purpose related to this Agreement shall remain the sole property of LPRCA.

### **4.3 Pricing**

- a) All prices are in Canadian funds;
- b) All pricing will exclude HST;
- c) All pricing will remain firm for 120 days; Proposal is to be open to acceptance for a period of 120 days beyond the deadline for the submission of Proposals;
- d) When submitting prices, all Consultants should realize that quoted prices are not confidential after acceptance, and may be given to all competing Consultants upon request. All prices will be held in confidence until after acceptance;
- e) The LPRCA is under no obligation to accept the lowest quoted amount;
- f) This partially provincially funded project has an upset limit of \$64,000. Scope changes resulting in budget increases are not likely to be approved.

### **4.4 Payment Terms**

Payments to the Consultant:

- a) Will be made based on the pricing offered in the submission;
- b) Will be made subject to the goods and services being provided to the satisfaction of the LPRCA;
- c) Work outlined in the proposal must be completed before payment will be issued;
- d) The LPRCA will approve completed work, before any invoice is paid;
- e) Net thirty (30) days from invoice date.

### **4.5 Compliance**

The Proponent agrees to comply with all laws and regulations affecting this RFP document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and

regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

#### **4.6 Assignment and Sub-Contracting**

The Consultant shall not, without the prior written approval of the LPRCA:

- a) Assign, either directly or indirectly, the contract or any right of the Consultant under the contract; or
- b) Sub-contract any obligation of the Consultant under the contract.

#### **4.7 Workplace Safety and Insurance Board (WSIB)**

The Consultant must maintain, for the duration of the contract and for the protection of all employees engaged thereunder, WSIB coverage as required by the current labour law of the Province of Ontario and all municipal and federal liability laws. Evidence of this protection must be supplied to the LPRCA prior to commencement of any work by the Consultant. It is the responsibility of the Consultant to provide a new WSIB certificate of clearance every 90 days until final payment is made. A Consultant must provide WSIB coverage for a contractor or subcontractor who has no employees and works for them on a contract for service.

#### **4.8 Indemnification**

The Consultant agrees to fully indemnify and save harmless the LPRCA from all actions, suits, claims, demands, losses, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly by reason of a breach by the Consultant of a requirement of the contract, save and except for damage caused by the negligence of the LPRCA or its employees.

#### **4.9 Insurance**

During the term of the contract awarded, and until the expiry of all applicable warranty periods, the Consultant shall carry Professional Liability Insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars with respect to all of the responsibilities relating to this Agreement, providing coverage for acts, errors and omissions arising from the professional services provided. The Consultant must submit proof of insurance to the LPRCA before any work begins or an agreement is signed.

#### **4.10 Termination of Contract**

In addition to the LPRCA's option to cancel the contract before the expiry of the contract term upon thirty (30) calendar days' notice to the Consultant, the following conditions will also contribute to consideration of contract cancellation:

- a) Changes/alterations to the scope of work that are not approved for acceptance by the LPRCA; or
- b) The expected level of performance by the Consultant is not being provided; or

- c) The Consultant is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it.

#### **4.11 News Release/Publicity**

An award of contract to a Consultant does not constitute a general endorsement of the Proponent's goods or services, and the award of a contract cannot be used by the Consultant to promote the sale of products or services, without the express written permission of the LPRCA.

## **Appendix A - Declaration of Disclosure**

## REQUEST FOR PROPOSALS

### LPRCA Big Otter Creek Flood Hazard Mapping

#### DECLARATION OF DISCLOSURE

Name of Proponent: \_\_\_\_\_

I/WE DECLARE that no person, firm, or corporation other than the one whose proper officers is or are attached below has any interest in this Request for Proposals or in the resulting contract.

I/WE FURTHER DECLARE that this Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other contractor, firm or person making a similar Proposal and is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no LPRCA employee, or member of the LPRCA General Membership (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that, to the best of the undersigned's knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of this Proposal or performance of the contract other than those disclosed hereunder. The undersigned confirms that, where the LPRCA discovers that the undersigned has failed to disclose all actual or potential conflicts of interest, the LPRCA may disqualify the undersigned or terminate any contract awarded to the undersigned pursuant to this process. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes:

- (a) in relation to the Proposal process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including:

- (i) having or having access to information in the preparation of the undersigned's Proposal that is confidential to the LPRCA and not available to other Proponents;
  - (ii) communicating with any person with a view to influencing preferred treatment in the Proposal process; or
  - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a LPRCA contract, the undersigned's other commitments, relationships or financial interests:
- (i) would or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the LPRCA's independent judgment, or
  - (ii) would or could be perceived to compromise, impair or be incompatible with the effective performance of the undersigned's contractual obligations.

I/WE FURTHER DECLARE that the statements contained in this Proposal are in all respect true.

I/WE hereby propose and offer to enter into the contract on the terms and conditions and under the provisions set forth in the Proposal.

I/WE AGREE that this Proposal is an offer which will continue to be open for acceptance until the formal contract is executed by the successful Proponent or for one hundred eighty (180) days following the Closing Date, whichever occurs first, and that the LPRCA may at any time within that period, and without notice, accept this Proposal whether any other Proposals have been previously accepted or not.

The undersigned, having proper authority to bind the Proponent.

Signature of Authorized Signing Officer \_\_\_\_\_

Print Name of Signing Officer \_\_\_\_\_

Position \_\_\_\_\_

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

Date \_\_\_\_\_

## **Appendix B – Study Area Maps**

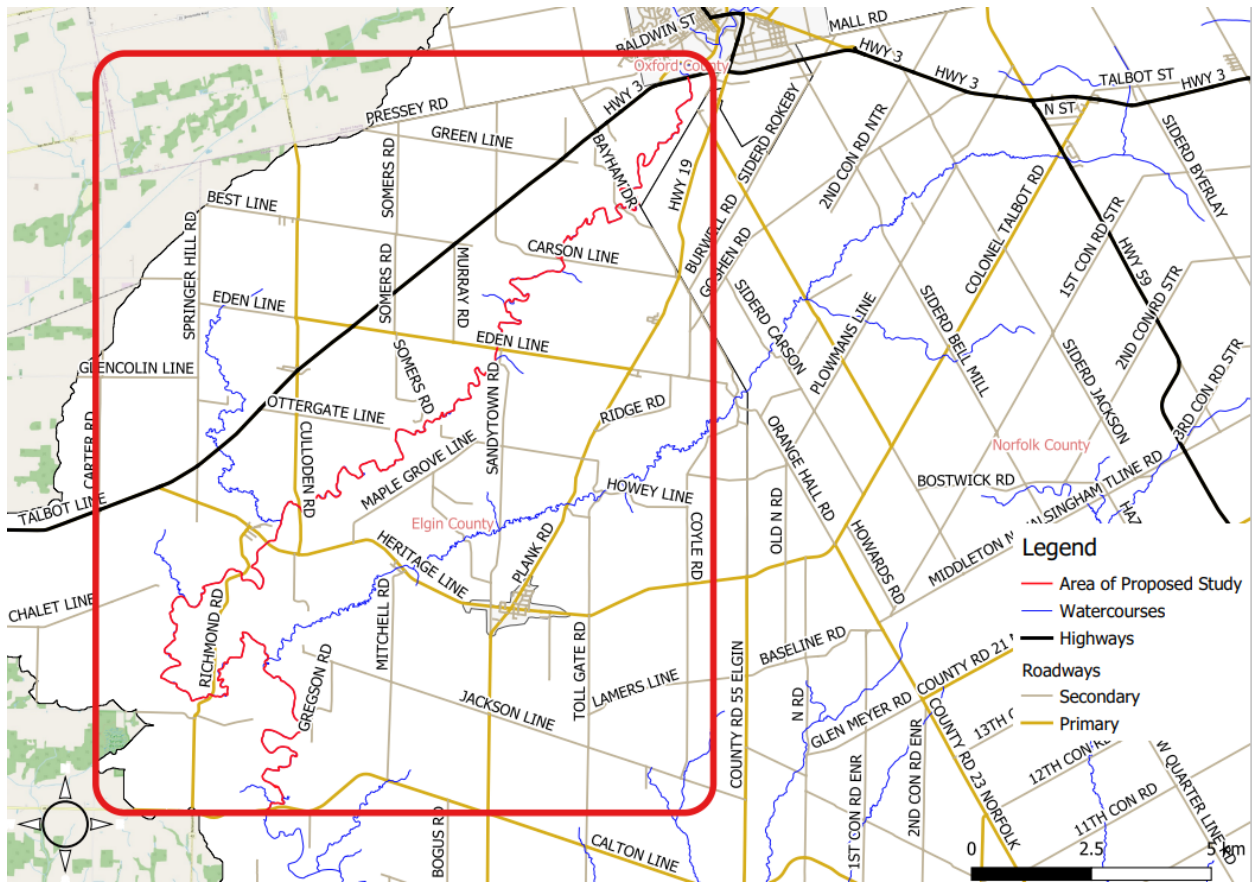


Figure 2: Proposed Study Reach Within LPRCA Watershed

**Appendix C – Professional Services Agreement**

# AGREEMENT FOR

## PROFESSIONAL CONSULTANT SERVICES

MEMORANDUM OF AGREEMENT dated the ##<sup>th</sup> day of ## ###

BETWEEN

**The Long Point Region Conservation Authority**

Hereinafter called the Client THE PARTY OF THE FIRST PART

AND

#####

Hereinafter called the Consultant THE PARTY OF THE SECOND PART

WHEREAS

The Client intends to perform the duties outlined in:

#####

The above is hereinafter called the Project and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFOR WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

---

## **ARTICLE 1. GENERAL CONDITIONS**

### **1.1 Intellectual Property**

For the purpose of the Consultant Agreement, "Consultant Output" includes, but is not limited to reports, studies, templates, compilations and collections of data, software, source code and related documentation, and other materials or documentation written, designed or produced by or for the Consultant pursuant to or in connection with the Consultant Agreement in any medium or format.

The Consultant shall assign all rights, title and interest in the Consultant Output to the Client. The Consultant must advise the Client prior to commencing any work on the project if these rights cannot be assigned.

The Consultant shall not incorporate into any deliverables anything that would restrict the right of the Client to modify, further develop or otherwise use the Consultant Output.

The Consultant represents and warrants that it shall at all material times have the right, title, and/or interest in and to the intellectual property embodied in the Consultant Output that it needs to legally and validly assign all right, title and interest in the Consultant Output, or, where not possible, to make a grant of license of the Consultant Output to the Client. The above license and warranty shall survive any termination or expiry of this Agreement.

### **1.2 Deliverables**

The Consultant shall provide copies of deliverables to the Client in accordance with the format and timelines specified in the Project.

### **1.3 Patents**

All concepts, products or processes produced by or resulting from the services rendered by the Consultant in connection with the project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of service, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have a permanent, non-exclusive, royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the services rendered by the Consultant in connection with the project, for the life of the project, and for no other purpose or project.

### **1.4 Confidentiality**

The Consultant shall not divulge any confidential information acquired in the course of carrying out the services provided herein. No such information shall be used by the Consultant on any other project without approval in writing by the Client.

This requirement shall not prohibit the Consultant from acting to correct or report a situation which the Consultant may reasonably believe to endanger the safety or welfare of the public, provided that the Consultant notifies the Client of what is intended.

## **1.5 Insurance**

The successful consultant must obtain, maintain and provide proof of Work Place Insurance Board (WSIB) clearance certification and two millions dollars of liability/errors and omissions insurance (minimum). Any sub consultant hired by the successful consultant must also provide, maintain and provide proof of WSIB clearance certificate, two million dollars of liability and two million dollars of errors and omissions insurance (minimum).

## **1.6 Arbitration**

All matters in dispute under this agreement may, with the consent of both parties, be referred to arbitration.

No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Client or the Consultant.

The award of the arbitrator shall be final and binding upon the parties. The provisions of the Ontario Arbitrations Act shall apply.

## **1.7 Successors and Assignment**

This agreement shall inure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors and assigns.

If a party to this agreement who is an individual should desire to bring in a partner or partners, or if a party which is a partnership should desire to bring in a new partner or partners, to share the benefits and obligations of this agreement, they may do so by properly notifying the other party in writing of such intended action.

If a party to this agreement is a partnership, and a partner thereof either dies or retires, the remaining parties therein shall form a new successor partnership to share the benefits and obligations of the agreement.

Except as foresaid, neither party shall assign this agreement without the prior consent in writing of the other.

## **1.8 Termination and Suspension**

The Client may at any time, by notice in writing to the Consultant, suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the Consultant's services. In such event, the Consultant shall be paid by the Client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If the Client is in default in the performance of any of the Client's obligations set forth in this agreement, the Consultant may, by written notice to the Client, require such default

be corrected. If, within 30 days of receipt of such notice, such default shall not have been corrected, the Consultant may immediately terminate this agreement. In such event, the Consultant shall be paid by the Client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

No payment shall be awarded to the Consultant upon the termination of this agreement by the Client beyond the services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If the Consultant is practicing as an individual and dies before services have been completed, this agreement shall terminate as of the date of death and the Client shall pay for the services rendered and disbursement incurred by the Consultant to the date of such termination.

## **1.9 Progress Reporting**

Throughout the period of the Agreement, the Consultant shall provide a brief progress report to the Client on a monthly basis, or as otherwise instructed by the Client, summarizing the hours worked on the project (separated by staff member and task), including the financial status of the project, broken down by fees and disbursements, and an estimate of percent complete on a task by task basis.

## **1.10 Qualified Persons**

The Consultant represents and warrants that all work performed as part of this Agreement will be undertaken and completed by qualified persons.

## **1.11 Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, or costs which the Client, the employees, officers or agents of the Client may suffer as a sole result of the negligence of the Consultant, the employees, officers or agents of the Consultant in the performance of this agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claims, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may solely arise out of the negligence of the Consultant in the performance of consulting services to the Client within this project.

## **1.12 Contracting**

The Consultant, or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant, shall not tender for any or all of the execution of the project or have an interest either directly or indirectly in the project, without the prior written consent of the Client.

### **1.13 Approval by Other Authorities**

Unless otherwise provided in this agreement or explicitly required by legislation, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, preparation of applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

### **1.14 Changes and Alterations and Additional Services**

After giving notice to the Consultant, the Client may, in writing at any time after the execution of the agreement or the commencement of the services, delete, extend, increase, vary or otherwise alter the services forming the subject of the agreement, and if such action by the Client necessitates additional staff or services, fees shall be subject to negotiation. In the case of a reduction in the requirement for services, any reduction in the Consultant's fee will be the subject of negotiation. No such change shall require the execution of a formal amendment to this agreement.

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## ARTICLE 2. RESPONSIBILITIES OF THE CLIENT

The Client shall:

1. Make available to the Consultant all relevant information required by the Consultant that is known and available to the Client, and, shall instruct the Consultant fully as to the Client's requirements, including objectives, constraints and criteria, special equipment and systems, site requirements and budget.
2. Give the Consultant the authority to act as the Client's agent in all matters falling within the scope of the Consultant's services.
3. Promptly review all documentation submitted by the Consultant, and inform the Consultant of decisions in time for the orderly progress of the Consultant's services and of the work.
4. Designate in writing a representative to have authority to transmit instructions to and receive information from the Consultant.
5. Immediately notify the Consultant whenever the Client, or the Client's representative, becomes aware of a defect or deficiency in the work or the contract documents.

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## ARTICLE 3. CONSULTING SERVICES PROVIDED UNDER THIS AGREEMENT

### 3.1 General

The Consultant shall render services to the Client "in a timely manner" under this agreement with that degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature to that contemplated by this agreement at the time and place that such services are rendered.

In connection with the project, the Consultant shall carry out the duties within the timeframe outlined in the Project.

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**ARTICLE 4. FEES AND DISBURSEMENTS****4.1 Lump-sum Fee Basis**

1. the Client shall pay the consultant a fee, based on a Lump-Sum Fee Basis, for that part of the services described in the Project, inclusive for labour and reimbursable expenses, not to exceed:

Total Cost (excluding HST)

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\$ #####

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2. Monthly progress invoices will be based on milestones achieved. The Consultant shall submit an invoice with such detail and supporting documentation as the Client may reasonably require to the Client for all services completed in the immediately preceding month. Invoices shall be based on milestones achieved described in the project.
3. Interest at the annual rate of 12% (1% monthly) will be paid on the total outstanding unpaid balance commencing 60 days after the Client has received the Consultant's invoice.
4. HST will be added to the Lump-Sum Fee.

**IN WITNESS THEREOF** the parties hereto have caused to be executed those present by their officers properly authorized in that behalf on the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

**CONSULTANT**

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**CLIENT**

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Judy Maxwell, General Manager/Secretary Treasurer  
Long Point Region Conservation Authority

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