

Request for Proposal
For
Design, Supply and Installation of
Permanent Public Safety Boom Including
Onshore and In-Water Anchors at Norwich
Dam

Date Issued: September 23, 2024

Closing Date and Time: 3:00 p.m. on Wednesday October
9, 2024

Closing Location:

By Email to: aleduc@lprca.on.ca

Long Point Region Conservation Authority

4 Elm Street, Tillsonburg ON N4G 0C4



Long Point Region Conservation Authority

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1. INTRODUCTION

The Long Point Region Conservation Authority wishes to retain a Contractor, through this Request for Proposals (RFP), to design, fabricate and install a new and permanent public safety boom upstream of the Norwich Dam in the town of Norwich, Ontario.

The new public safety boom must be able to withstand environmental conditions in all four seasons including ice and debris loads. In addition, the design, fabrication and installation of the permanent public safety boom is to meet the current recommendations outlined in the Guidelines for Public Safety Around Dams and Technical Bulletin: Booms and Buoys for Public Safety Around Dams (CDA, 2011), MNR Lakes and Rivers Improvement Act technical bulletins, as well as any other applicable regulatory requirements.

2. BACKGROUND

2.1 Dam Location

The Norwich Dam is located at 34 ½ North Court St W, Norwich, Ontario. The Norwich reservoir is a man-made reservoir created by the construction of the dam. The 31-meter-long dam was completed in the late 1960's to provide recreation and low flow augmentation. The reservoir covers approximately 13.7 hectares.

The dam is located on Otter Creek, which discharges into Big Otter Creek when then discharges into Lake Erie. The Dam is situated within the Norwich Conservation Area. There are two access points for the dam. The first access point is located on North Court St W (42.990038, -80.606844) and the second access point is located at the end of Brock St W (42.991734, -80.604950). The location of the dam site is shown in **Figure 1**.

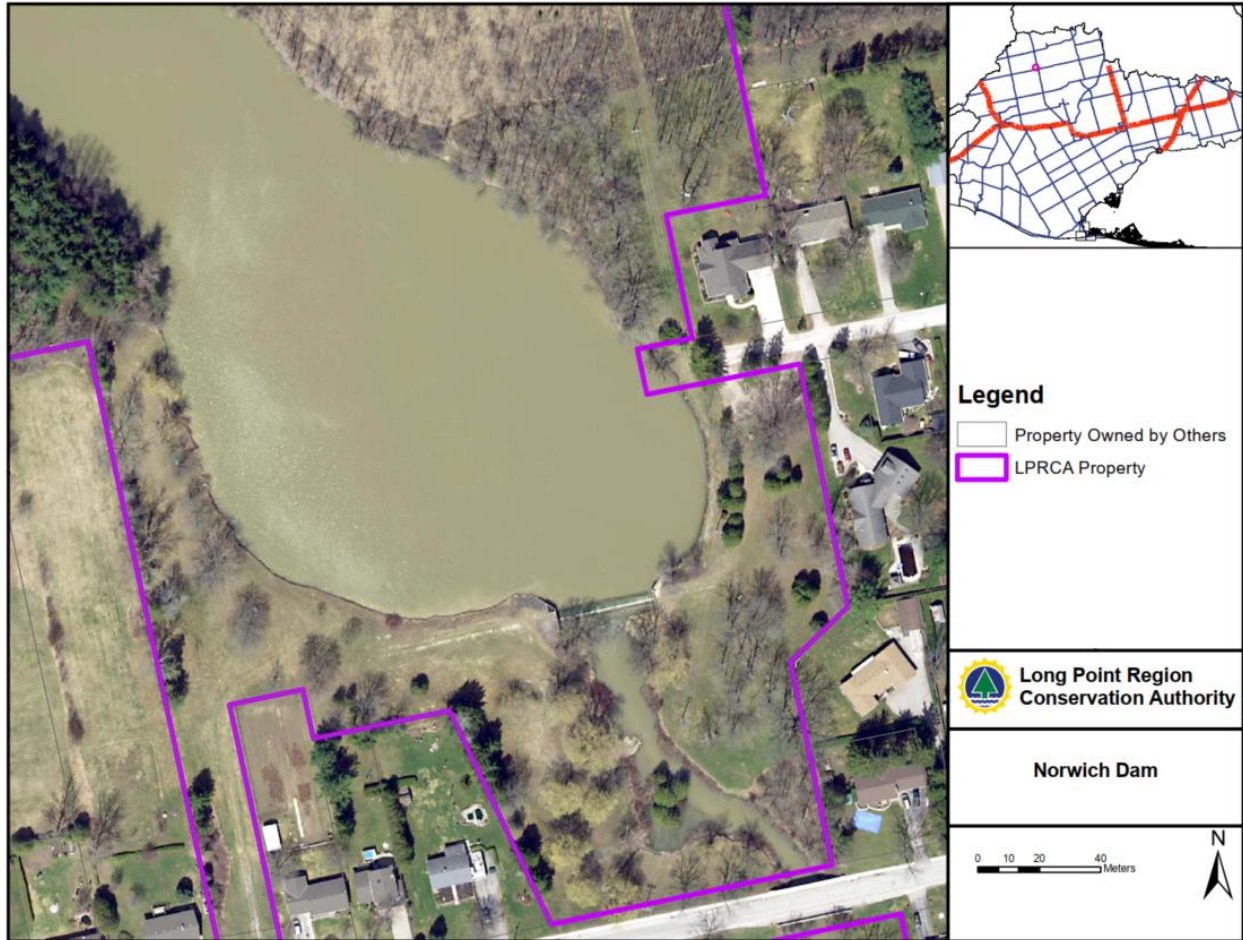


Figure 1: Location of the Norwich Dam, Norwich, Ontario

2.2 Available Information

All information known and available to LPRCA regarding the Norwich Dam will be made available for review to the consultant as part of the project. The consultant shall allocate time to review LPRCA files to determine if further engineering reports and studies may be available. A preliminary review of files and information summarizes the following information that may be of assistance:

- a) Dam Inspection Report – Riggs Engineering, 2014
- b) Dam Operation and Maintenance Manual – LPRCA, Revised 2024
- c) 2020 Southwest Ontario Orthophotography (SWOOP)
- d) OMAFRA LiDAR DTM 2016-2018 – Lake Erie:
 - i) Digital Elevation Model (available directly from MNRF – Land Information Ontario)
 - ii) Ontario Digital Terrain Model (LiDAR Derived) User Guide

A declaration of disclosure, study area maps, photographs, a dam safety review, the Riggs Engineering inspection, and professional services agreement are provided in Appendix A to F respectively. These documents are available for download here:

https://longpoint-my.sharepoint.com/:f:/g/personal/dproracki_lprca_on_ca/EIhAIKWl8IIeHRL0QnpXyswBC2yfk4-cnuCvJicY4bPLhQ?e=R8NE9f

3. TECHNICAL REQUIREMENTS

General technical requirements / expectations are described below, however, it is the responsibility of the Contractor to confirm the necessary technical requirements for the design, supply and installation of the permanent public safety boom.

First and foremost, the design, supply and installation of the permanent public safety boom is to meet the current recommendations outlined in the Guidelines for Public Safety Around Dams and Technical Bulletin: Booms and Buoys for Public Safety Around Dams (CDA, 2011), MNR Lakes and Rivers Improvement Act technical bulletins, as well as any other applicable regulatory requirements.

The new permanent boom should:

- Be yellow in colour.
- Be able to withstand ice loading forces.
- Have a freeboard of 305 mm minimum in still water.
- Designed so that the opportunity for swimmer self rescue is provided. Typically, this means that the boom is placed in an area of lower velocity (less than 0.6 m/s during high flow conditions) and that the boom should be either angled or have a middle anchor point, with no sags, so that stranded boaters or swimmers are directed towards shore.
- Consider the use of moulded plastic or High Density Poly Ethylene (HDPE) floatation units with the colour integrated into the material, as painted products (plastic, HDPE and steel) can require repainting on a more frequent basis.
- Be intended to prevent entry into the Headpond area.

The linear length across the reservoir in the vicinity of the expected safety boom location is approximately 32m, however the actual length of the boom will depend on

the selected location of the anchors and the profile / alignment of the boom, which is to be determined by the Contractor and agreed to by the LPRCA.

The safety boom is expected to be anchored at the banks, and in-water anchor(s) are also expected to be necessary.

Furthermore, it is expected that the Contractor will submit and obtain all applicable permits, approvals and license related to the design and installation of the permanent public safety boom.

4. SCOPE OF WORK

The project includes the design, fabrication, supply and installation of a new permanent public safety boom including onshore and in-water anchors the Norwich Dam. The work to be performed under this contract shall include, but shall not be limited to the following:

- Design of public safety boom and its components; drawings and specifications shall be stamped and signed by a Professional Engineer licensed by Professional Engineers Ontario (PEO).
- Transporting, storing, handling, assembling and installation of public safety boom complete with onshore and in-water anchors and all associated hardware, including supply of all labour, construction plant, equipment and materials necessary for performance of the work, as identified and described in the Drawings and Specifications of the Contractor's Design.
- Provide all permits and supervision to complete the work necessary for the project.
- Coordinating, planning and managing the work of all trades.
- Mobilization, demobilization, and site restoration.
- Materials and scope which are not specifically mentioned in this Contract Document, but which are usual or necessary for the satisfactory completion of the work shall be deemed to be included in the contract and shall be provided by the Contractor without extra charges.

Additional expected scope of work details is provided below.

4.1 Design

4.1.1 Design Visit

- (1) Visit the site after award, and confirm site conditions, layout of the permanent public safety boom as well as the overall approach.
- (2) Discuss water and ice conditions at the dam with LPRCA staff.
- (3) Obtain all field data and measurements that will be required for design.
- (4) Identify reasonable hazards (known and potential unknown) that would be present during the execution of the work, to be requirement of the safety plan.

4.1.2 Design Criteria

The Contractor is to define the design criteria to meet the requirements for the design, fabrication and installation of the permanent public safety boom. The selected design criteria, including design lives, preferred materials and configurations of the various components, will be reviewed with LPRCA staff prior to fabrication.

4.1.3 Design Submittals

- (1) The Contractor will provide submittals at contract milestones. The LPRCA project team will review the submittals and comment. The Contractor remains fully responsible for the design.
- (2) The Contractor shall submit two (2) packages during the design phase as follows:
 - a. Initial Design Review Package: The Contractor shall submit Initial Design Review Package to the LPRCA following the initial fieldwork and when the design is about 30% complete. This package shall consist of:
 - i. Report from Design Visit: A summary of all design parameters including, but not limited to, the site assessment including layout, measurements, assessments of the existing known as well as unknown hazards, etc.
 - ii. Anchorage Design Submittals: Drawings and calculations related to the design of the safety boom and its components including all anchors.
 - iii. Product Data: Provide product data for commercial components (off the shelf components).
 - b. Final Design Review Package: The Contractor shall submit the following when the design is complete:
 - i. Final drawings and product data that will be used for installation. Drawings and specifications are to be stamped and signed by a Professional Engineer registered in Professional Engineers Ontario (PEO).
 - ii. Copies of applicable Permits.

4.2 Supply and Installation of the Public Safety Boom

4.2.1 Schedule

- (1) Install the new public safety boom **by February 28, 2025**.
- (2) Submit a health and safety plan to the LPRCA for review. The safety plan will address:
 - a. hazards of the delivery and offloading work, and
 - b. specific hazards of installation of the boom components.
- (3) Confirm that the water conditions are convenient for the work.
- (4) Confirm with the LPRCA seven (7) working days before the anticipated mobilization to the site.

4.2.2 General Site Requirements

- (1) Parking for the contractor is available at the North Court St W parking lot or the Brock St W parking lot.

4.2.3 Temporary Construction Facilities

- (1) Provide toilet facilities and drinking water for all persons present during the construction.
- (2) Provide all electrical generators, lights, heat, and other temporary utilities necessary for the installation crew.
- (3) Provide all trucks, cranes, barges, scaffolding, and ladders as needed for access.
- (4) Provide on-site and off-site storage for materials and equipment; and provide all measures required for security of stored items.

4.2.4 Installation

- (1) Supply all materials, labour, and equipment required to fabricate and install the public safety boom designed in the Design Phase.

4.2.5 Diving

The Contractor may elect to use divers to install some or all anchors. If this option is selected, the Contractor must comply with all relevant regulatory requirements. This includes ensuring that a qualified diving supervisor is present on-site and has the authority to ensure that all work is conducted safely and properly.

4.2.6 Site Restoration

- (1) Routine clean-ups as work progresses.
- (2) Restore the site to the original condition or better.
- (3) Remove all waste materials from the site at the end of installation Work.

4.2.7 As-built Document

- (1) Submit dimensioned drawings showing the location and configuration of the new public safety boom components including their latitude and longitude **by February 28, 2025.**

4.3 Maintenance Manual & Spare Parts

4.3.1 Maintenance Manual

- (1) Provide a complete and detailed maintenance manual for the new public safety boom, in the digital format.

4.3.2 Spare Parts

Provide detail as to which parts must be stocked on site and which parts can be left for purchased as required. Provide details regarding spare parts availability.

- (1) Supply the following spare parts and deliver these to the LPRCA workshop located at 597 Thompson Rd W, Waterford:
 - a. Provide four (4) extra safety boom sections for use when an installed section requires maintenance, repair, or replacement. The four boom sections may include, but not limited to the following:
 - i. Four (4) Floats complete with all fittings (4 lengths of connector chain, or 4 weldless links, 4 of each size of shackles, etc.)
 - ii. Provide all blockings and pallets necessary for storing spare components outdoors year-round.
- (2) The four extra boom sections shall be fully assembled by the contractor and stored onsite, ready for immediate deployment by the owner as required.
- (3) Coordinate date and time of delivery with the LPRCA no less than one week before the scheduled delivery date within the project completion date.

4.4 Meetings

- (1) Meetings will be held with the LPRCA Project Team at various key points throughout the project implementation. The Contractor is to allow for a minimum of two (2) formal meetings with the LPRCA Project Team. Meetings will be required to discuss progress and present the design and answer questions.
- (2) A kick-off meeting will be held a few days after the award to go through the project requirements, pre-work environment, health and safety, construction methodology, contractor's schedule, etc.
- (3) The Contractor will take and distribute all minutes of meetings in timely fashion. The consultant will prepare meeting minutes and send the draft minutes to each party for review and approval prior to the dissemination for action.
- (4) All meetings will be held at a mutually agreed location (LPRCA office or virtually).

5. AVAILABLE RESERVOIR INFORMATION

5.1 Topographic Information

Orthophoto-derived 0.5 m contours are available for the shoreline areas of the site. However, recent site survey information is not available.

5.2 Typical Water Elevations

Information is not available.

5.3 Flow Information

A HEC-RAS and HEC-HMS model is available from the previously completed DSR.

5.4 Environmental Conditions Data

The new permanent public safety boom must be designed to withstand expected environmental conditions year-round. Environmental condition information (including temperature, ice thickness, wave height and wind speed) are not available for the reservoir, and will need to be estimated by the Consultant.

6. PRE-BID SITE MEETING

A **Pre-Bid Site Meeting** will be held before the closing date as follows:

- **Pre-Bid Site Meeting date: October 1, 2024, at 11:00 am**
- Meeting Location: Project site at Norwich Dam is located at 34 ½ North Court St W, Norwich, Ontario (42.990038, -80.606844).

Attendance at pre-tender site meeting is optional but recommended before submission of a Bid. Own PPE shall be required for site visit including hard hat, steel toed safety boots, glasses, and high visibility vests.

7. PROJECT MANAGEMENT

7.1 Project Team

1. **Project Manager:** A competent Project Manager is an employee of the proponent, will plan, direct, control, and make decisions for the contractor and who must be the main point of contact between the contractor and the LPRCA.
2. **Site Supervisor:** Site Supervisor for installation work at the dam site, is an employee of the Contractor, who is “competent” as defined in health and safety regulations. It must be the Site Supervisor’s responsibility and obligation to stop work when it is advisable to do so for reasons of health or safety. The LPRCA may also stop work for health and safety considerations.
3. **Engineer:** Designer of the public safety boom (including anchors) must be a licensed Professional Engineer in the province of Ontario.
4. **Sub-Contractors:** Sub-contracting is permitted. Contractor is responsible for coordinating work of her/his sub-contractors and for supervising them whenever they are on the dam site. Subcontractors must fulfil all the requirements of the contract.

7.2 Project Management Plan

Prepare and deliver a Project Management Plan including Work Breakdown Structure, a Project Schedule, a Risk Management Plan, Installation Plan, and a Quality Control Plan.

- a) Work Breakdown Structure will show the logical steps required to achieve the project objectives and must include the milestones of design, assembly, and installation at the dam site.
- b) Project Schedule will be based on the Work Breakdown structure and shall be in Grant-chart format.
- c) Risk Management Plan will describe Contractor's procedures for identification, assessment, management, reporting, tracking, reduction and elimination of risks arising from the performance of Work.
- d) Installation Plan will describe how the public safety boom will be installed, integrated and tested at the dam site.
- e) Quality Control Plan will describe how the Contractor will ensure all technical requirements are met in supply, delivery and installation of the boom.

7.3 Health and Safety Requirements

The Contractor is responsible for health and safety of own personnel and of sub-contractors, when on the dam site, and must comply with all requirements for health and safety in construction work for the province of Ontario. The contractor is responsible for identifying site existing known and unknown hazards and plan necessary measures.

Prior to the commencement of work, the successful Contractor shall submit to the LPRCA a Health Safety and Environment Work Plan. The content shall cover the following:

- 1. Brief description of the scope of work
- 2. Regulatory requirements
- 3. Hazard identification, evaluation and control
- 4. Hazard materials
- 5. Safe work procedures
- 6. Communication plan
- 7. Supervisor and worker training
- 8. Workplace inspections
- 9. Environmental management
- 10. Emergency preparedness and responses
- 11. Incident reporting and investigations
- 12. Subcontractor management plan (if required)

7.5 Environmental Protection Plan

Proponent shall describe in detail its proposed environmental protection plan which will identify required control measures for erosion and sediment control, and a plan to

minimize the impacts of the work activities to the surrounding environment. The work must not release any deleterious substance into the environment, nor may it disturb habitat and/or individual of any species. Contractor is responsible for protection of the environment during all work at the dam site.

8. PROPOSAL SUBMISSION REQUIREMENTS

Proposal shall be submitted electronically only in PDF format including a letter of submission signed by an authorized representative of the Contractor (one electronic copy of all application materials). **Proposals shall only be submitted in electronically PDF format BY EMAIL by October 9, 2024 at 3:00 PM to:**

Arron LeDuc
Manager of Corporate Services
Email: aleduc@lprca.on.ca

Subject: Design, Supply, and Installation of Public Safety Boom.

Late submission will not be considered. LPRCA reserves the right to reject any or all proposals and to waive any irregularities.

All materials submitted in response to this RFP become the property of the LPRCA and will be subject to Public Record Request. Any proprietary information submitted with the proposal must be clearly identified and a request to keep such information confidential must be submitted.

It is Proponent's responsibility to ensure that their attached documents are not either defective, corrupted or blanked and that the documents can be opened and viewed by the LPRCA. If the attached documents cannot be opened or viewed, the submission may be rejected by the LPRCA.

9. SUBMISSION FORMAT

Submissions are to be structured in the following format:

SECTION 1 - COMPANY DETAILS

1.1 Overview: A non-technical summary of the company and technical sections.

1.2 History: Brief history of the company.

1.3 **Administration:** Description of the company's structure and staff that relate to the project.

1.4. **Project Team:** Detailing team members that will be assigned along with back-up and support personnel; and resumes for all key persons. Section 7.1 for additional information.

1.5 **Project Management Plan** – Section 7.2 for details

1.6 **Project Experience:** The proposal shall clearly describe the contractor's background and work experience, and including at least two (2) references. A summary of recent projects that are similar or in related fields with project values and involvement of key personnel proposed in this project.

1.7 **Reference:** Provide client references for similar sized, recent projects.

SECTION 2 -SERVICE PROPOSED

2.1 **Overview:** A non-technical summary of the service proposed.

2.2 **Technical Details:** Description of the service to be provided that includes key items.

2.3 **Action Plan:** Details of the project milestones, including major task timetable.

SECTION 3 – SCHEDULE OF PRICES

Bidder shall include, in the Schedule of Prices, amounts to cover the performance of the works in accordance with the contract documents, including, where applicable, the provision of all materials, installation, labour and supervision, and the contingent expenses and risks of every kind necessary to complete the work in accordance with the contract documents.

Tender prices shall be in Canadian currency. Tender prices shall be firm except for any price adjustments specified in the contract documents. Payment will only be made when all the requirements of a component are completely fulfilled to the satisfaction of the project team.

SCHEDULE OF PRICES

In accordance with this Request for Proposal, the Proponent hereby offers to complete the work specified for, in Section 4 Scope of Work, an all-inclusive item-wise fixed lump sum price with the breakdown in the following table. Provide additional cost breakdown at your discretion.

Line Item	Item Number	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	1	Design -Section 4.1	LS	1		
2	2	Fabrication, Supply, Shipping, Offloading, Assemble, and Installation of Permanent Boom Including Onshore and In-Water Anchors Complete with all Components.	LS	1		
3	3	As-built Document-Section-4.2.7	LS	1		
4	4	Future Maintenance Deliverables (Manual, and Extra Boom Sections/ Spare Parts) - Section 4.3	LS	1		

5	5	Mobilization and Demobilization including Site Preparation, Site Safety Training, Environmental Management, and Site Restoration.	LS	1		
6	6	Meeting and Presentation- Section 4.4	LS	1		
Subtotal						
HST						
Total Quoted Price						

SECTION 4 - PROPOSED SUBCONTRACTORS AND/OR SUBCONSULTANTS

Where Subcontractors and/or Subconsultants are proposed, the Bidder must provide a list of the proposed Subcontractors and/or Subconsultants along with their experience that they have undertaken during the past five (5) years or are presently engaged in completing similar work.

SECTION 5 – REQUIRED SUBMITTALS

The Proponent shall include the following items within the Proposal. The proposal will be evaluated based on the quality of these submittals and compliance with the specifications and conditions detailed in the RFP.

- (1) Experience in design, fabrication and installation of permanent public safety boom including onshore and in-water anchors.
- (2) Project Management Plan.
- (3) Health and Safety Plan (Conceptual).
- (4) Environmental Protection Plan (Conceptual).
- (5) Project Schedule.
- (6) Future Maintenance Manual (example).

- (1) Warranty- Proponent will ensure a five (5) years warranty for the public safety boom and its components commencing at the completion of the project.

The submission format is provided to ensure that a minimum level of information is submitted. Bidders may be required to provide further information or clarification on the contents of their submissions.

10. SELECTION CRITERIA

The lowest priced proposal will not necessarily be accepted. Proposals of compliance with this RFP shall only be considered for the evaluation.

The weighting criteria to be used for proposal evaluation are as follows:

Evaluation Criteria	Evaluation Points
<p>Project team experience with recent similar projects and references in Ontario.</p> <p>Where subcontractors are proposed, tenderer must provide previous experience of the subcontractor(s) in completing similar work.</p>	35
<p>Understanding of the project requirements. A statement of understanding of the work proposed, addressing each phase of the project, including full and complete listing of project services along with Work Schedule.</p> <p>Construction Methodology: Tenderer shall describe in detail its proposed construction methodology for performance of the work tendered, which will include identifying equipment and infrastructure required to complete the work, and a plan to access the required work area.</p> <p>Work Schedule: The contractor shall include a detailed task-based schedule for all works in the form of a Gantt Chart. The schedule must show the proposed start and completion dates for the different components of the work.</p>	35
<p>Price: Overall cost and item-wise cost will be evaluated</p>	30
<p>Total</p>	100

11. PROJECT ADMINISTRATION

Long Point Region Conservation Authority (LPRCA) Project Team will oversee the project. All decisions regarding the selection of the proponent will be made pursuant to LPRCA policy and administration of the contract will be undertaken by the LPRCA Project Team.

The successful Consultant will establish a file transfer protocol (FTP) site for all digital data, files and works in progress associated with the project. The FTP site will allow data to be transfer between the LPRCA and the successful Consultant. The LPRCA will also be using the site to monitor project progress and to retrieve interim information.

The LPRCA will require that the successful candidate enter into a standard consulting agreement between the LPRCA and the proponent.

Invoices are to be submitted along with the completion of major tasks. Payment will be made following satisfactory completion of major tasks.

12. ENQUIRIES

Proponents with questions related to this proposal may forward written submissions by EMAIL to:

David Proracki, EIT
Water Resources Analyst
(519)-842-4242 ext. 264
dproracki@lprca.on.ca

Question shall be submitted (emailed) by 2:00 PM on October 3, 2024

13. PROPOSAL ADDENDUM

If the LPRCA Project Team determines that an amendment is required to this RFP, the LPRCA will issue an addendum.

Verbal clarification should not be interpreted to change the intent of the RFP. The LPRCA retains the right to decline to answer a given question. Any revision to this RFP will be issued as an addendum.

Although the LPRCA Project Team will make every reasonable effort to ensure a proponent receives all addenda issued, it is the proponent's ultimate responsibility to ensure all addenda have been received. Upon submitting a proposal, proponents will be deemed to have received notice of all addenda that have been circulated by the LPRCA.

14. PROPOSAL OPENING

The lowest price proposal shall not necessarily be accepted. The proposal document in question, for which a number of criteria will be evaluated; the selection of the preferred proponent shall be based on the highest scores resulting from the evaluation criteria identified in the RFP section of Selection Criteria. The preferred proponent will be notified by a letter/email advising of their selection as the preferred proponent.

15. ERRORS AND OMISSIONS

It shall be understood and acknowledged that while the Terms of Reference includes specific requirements and specifications, a complete study is required. Minor items or details not herein specified, but obviously required for such study, will be provided as if specified. Any omission or error or misinterpretation of the terms of reference shall not relieve the bidder of the responsibility of providing the goods or services foresaid.

In cases of dispute as to whatever or not an item or service proposed meets the RFP requirements, the decision of the LPRCA shall be final and binding.

16. SCHEDULE

- RFP Issued: September 23, 2024
- RFP closed: October 9, 2024
- Award Successful Proponent: October 16, 2024
- Start-up Meeting: October 22, 2024
- Draft Submission: Proponent to determine
(Initial Design Review Package)
- Final Submission: Proponent to determine
(Final Design Review Package)

- Fabrication
- Project Completion:

Proponent to determine
By February 28, 2025

17. General Terms and Conditions

17.1 Contract

The LPRCA will require a legally binding contract to be signed before work commences (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.

17.2 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 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.

17.3 Pricing

- a) All prices are in Canadian funds.
- b) All pricing will exclude HST.
- c) All pricing will remain firm for 90 days; Proposal is to be open to acceptance for a period of 90 days beyond the deadline for the submission of Proposals.
- d) When submitting prices, all Consultants should realize that quoted prices are not confidential after the RFP closing date. All prices will be held in confidence until after the RFP closing date.
- e) The LPRCA is under no obligation to accept the lowest quoted amount.

- f) This project has an upset limit of \$78,616 exclusive of HST; scope changes resulting in budget increases are not likely to be approved.

17.4 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. The LPRCA will approve completed work, before any invoice is paid.
- d) Net thirty (30) days from invoice date.
- e) The consultant is required to submit the invoices on a monthly basis.

17.5 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 affect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

17.6 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.

17.7 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.

17.8 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 damages to any property which may arise directly by reason of a breach by the Consultant of a requirement of the contracts, save and except for damage caused by the negligence of the LPRCA or its employees. The Consultant agrees to fully indemnify and save harmless the LPRCA from any and all charges, fines, penalties and costs that may be incurred or paid by the LPRCA or if any of its employees are made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act or on the part of the Consultant arising out of the contract.

17.9 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.

17.10 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.

17.11 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

Design, Supply and Installation of Permanent Public Safety Boom Including Onshore and In-Water Anchors at Norwich Dam

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 ninety (90) 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

Appendix C – Structure Photographs

Appendix D – Dam Safety Review and Conditions Assessment

Appendix E – Riggs Engineering Inspection

Appendix F – Professional Services Agreement