

**THIS AGREEMENT** made the 3rd day of April, 2017

**BETWEEN:**

**MISSISSIPPI VALLEY CONSERVATION AUTHORITY**

Hereinafter called "the MVCA"

**OF THE FIRST PART**

**AND:**

**CITY OF OTTAWA**

Hereinafter called the "City"

**OF THE SECOND PART**

**WHEREAS** Council approved the Water Environment Strategy which includes Watercourse Improvement Projects;

**AND WHEREAS** the MVCA and the City have agreed to enter into this Agreement for the purpose of providing the funding to the MVCA to complete the Works defined below and as set out in the Carp Creek Erosion Protection and Stream Stabilization Project, dated December 22, 2016.

**NOW IN CONSIDERATION** of the covenants expressed in this Agreement and other good and valuable consideration the parties hereto covenant and agree as follows:

1. **IN THIS AGREEMENT:**

"**AGREEMENT**" shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

"**CITY**" shall mean the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;

"**COUNCIL**" shall mean the Council of the City;

"**GENERAL MANAGER, PUBLIC WORKS AND ENVIRONMENTAL SERVICES**" shall mean the senior officer of the Public Works and Environmental Services Department of the City, or his/her designate;

"**MVCA**" means the party of the First Part, its successors and assigns;

"**WORKS**" shall mean the lists of the tasks to be completed by the MVCA as set out in the Carp Creek Erosion Protection and Stream Stabilization Project ("the Plan") and as listed herein:

- (i) Site visit with MVCA and City Staff to discuss project design;
- (ii) Complete Class EA in accordance with Conservation Ontario Class Environmental Assessment for Remedial Flood and Erosion Control Projects;
- (iii) Hiring Professional Consulting Services to complete design and oversee construction;
- (iv) Preliminary design of bank stabilization and erosion control measures;
- (v) Preparation of final design packages;
- (vi) Obtaining all necessary permits;

- (vii) Preparing tender package, cost estimate;
- (viii) Tender to industry;
- (ix) Contract administration for construction tenders;
- (x) Monitoring/survival assessments; and
- (xi) Plant maintenance and refill.

2. **Costs Of Works and Disbursements of Funds**

- (1) The City covenants and agrees to contribute the upset limit amount of TWO HUNDRED AND SEVENTY TWO THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS (\$ 272,780.00) or the actual cost of the Works plus Harmonized Sales Tax to the MVCA to complete the Works.
- (2) Any variation to the amount identified in 2(1) shall be approved by the General Manager, Public Works and Environmental Services prior to the work commencing, and the variation shall be agreed to in writing by the City and MVCA.
- (3) The City covenants and agrees that funds in 2(1) are to be paid to the MVCA following the completion of major project tasks identified in MVCA's Proposal, with the exception that construction funds are to be paid to the MVCA immediately following construction contract award. The MVCA will invoice the City at the completion of major tasks/or construction contract award.

3. **Changes to Agreement in Writing**

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the MVCA and the City pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Owner and the City as fully and to the same extent as if set out herein.

4. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

5. **Arbitration**

If any dispute shall arise between the parties hereto during the progress of the Works, or after the completion thereof or after any breach of this Agreement, all such disputes may, from time to time and so often as they arise, be referred to a board of three arbitrators, one to be chosen by each party hereto and the third to be chosen by the two arbitrators so chosen. The said arbitrators shall have all the powers given to Arbitrators by the *Arbitrations Act*, R.S.O. 1990, Chapter A.24, of the Province of Ontario as amended and a majority decision of the arbitrators shall be final and binding upon the parties.

6. **Indemnity**

The MVCA covenants and agrees to indemnify the City and each of its officers, servants and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of this Agreement, the execution, non-execution or imperfect supply or non-supply of material

therefore, whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants or agents and whether such loss, damages, costs, expenses, claims, demands, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants or agents or the City, its officers, servants or agents or any other person or persons, corporation or corporations.

7. **Notices**

Any notice required to be given herein shall be in writing and may be delivered personally or by prepaid registered mail and, if to the City, at the following address:

City Clerk and Solicitor  
110 Laurier Avenue West  
Ottawa, Ontario K1P 1J1

with a copy to:

General Manager, Public Works and Environmental Services  
110 Laurier Avenue West  
Ottawa, Ontario K1P 1J1

or at such other address at which the City offices are located in the future, and, if to the Owner at:

Mississippi Valley Conservation Authority  
10970 Highway 7, Carleton Place  
Ontario K7C 3P1

or at such other address as the Owner may advise the City in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

8. **Paragraph Headings**

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

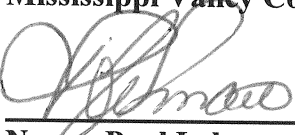

9. **Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the parties herein, their respective successors and assigns.

IN WITNESS WHEREOF the Owner has hereunto affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT OTTAWA this 28<sup>th</sup> day of April, 2017.

SIGNED, SEALED & DELIVERED

) Mississippi Valley Conservation Authority  
)  
)   
) \_\_\_\_\_  
) Name: Paul Lehman  
) Title: General Manager  
)   
) \_\_\_\_\_  
) Name: John Karau  
) Title: Chair  
) I/We have authority to bind the Corporation

IN WITNESS WHEREOF the City of Ottawa has hereunto affixed its Corporate Seal duly attested to by its Mayor and Deputy City Clerk.


DATED AT OTTAWA this                      day of                      , 2017.

SIGNED, SEALED AND DELIVERED  
in the presence of

) CITY OF OTTAWA

) 

) \_\_\_\_\_  
) **Kevin Wylie, General Manager,**  
**Public Works and Environmental Services**

Approved for execution  
  
City Solicitor



# Carp Creek Erosion Protection and Stream Stabilization Project

December 22, 2016

**Prepared for:** Ryan Polkinghorne, Project Manager, Engineering Support Services, City of Ottawa

**Prepared by:** Mississippi Valley Conservation Authority



Figure 1 – Project Location, Adjacent to Hope Cloutier Park

## Site Description

- Carp Creek between Castlefrank Rd and Old Colony Rd adjacent to the Hope Cloutier Park and A.Y. Jackson High School
- Property owned by City of Ottawa
- Site is experiencing active toe-erosion of the west bank resulting in sediment deposition along downstream channel and bank instability

## Project Objective

- Stabilize approximately 50 m of existing streambank with a combination of toe protection, regrading and use of bio-engineering applications to stabilize upper slope.
- Re-grading portions of existing floodplain to enhance conveyance capacity under high flow conditions.

## Summary of Major Tasks

### 1) Preliminary Design - Phase 1

- Site visit with MVCA and City staff (possibly with Parks and Recreation) to determine final scope of project and restrictions with respect to site access.

- Conduct scoped Class E.A. Assessment in accordance with the Conservation Ontario Class Environmental Assessment for Remedial Flood and Erosion Control Projects to identify preferred solution and preliminary designs
- Due to the site characteristics (height of bank), soils and stream velocities a consulting engineer will be required to prepare the final design and oversee project construction. For this purpose, Terms of Reference and a Request for Proposals will be issued in accordance with MVCA purchasing policies.

Estimated Cost: \$21,600 (MVCA staffing costs)

\$15,000 Consulting engineering fees

Milestone Deliverable(s): Selection of design and project engineer

## 2) Final Design and Tendering - Phase 2

- Conduct field surveys and soils analysis
- Obtain all necessary permits
- Prepare final design, cost estimate and tender documents
- Call for tenders

Estimated Cost: \$2,900 (MVCA Staff), \$15,000 (Consulting fees)

Milestone Deliverable(s): Selection of design and project engineer

## 3) Construction – Phase 3

- Contract administration for construction & progress payment certificates

Estimated Cost: \$30,000 (Consulting fees), Construction estimate (\$150,000)

Milestone Deliverable(s): Substantial and final completion certificates, slope stabilization and bioengineering features installed

## 4) Post Construction Monitoring / Plant Maintenance- Phase 4

- Monitoring/survival assessments
- Plant maintenance and refill

Estimated Cost: \$1,200 (MVCA staff), \$1,500 (materials)

Milestone Deliverable(s): Annual monitoring updates (written) as well as summary 3-year monitoring report

## Summary of Costs

Item	Phase 1	Phase 2	Phase 3	Phase 4	Total
MVCA Staff (Terms of Reference, administration, project management, monitoring and reporting)	\$21,600	\$2,900		\$1,200	\$25,700
Preliminary design consultant fees	\$15,000	\$15,000			\$30,000
Final design and contract administration			\$30,000		\$30,000
Construction			\$150,000		\$150,000
Post construction repairs				\$1,500	\$1,500
Contingency (20%)					\$35,580
<b>Total</b>	<b>\$36,600</b>	<b>\$17,900</b>	<b>\$180,000</b>	<b>\$2,700</b>	<b>\$272,780</b>

**Site Photos**



**Figure 1 - Downstream view of project site**



**Figure 2 – Upstream View of project site**



**Figure 3 – Downstream view from project Site**