



2297 Highway 12,
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Brechtin, Ontario, L0K 1B0
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CONTRACT NO. 23001281

REQUEST FOR PROPOSAL: LAKE ST. JOHN FLOODPLAIN MAPPING

**PROPOSAL CLOSE:
1:30 PM Local Time, Friday, April 14, 2023**

Issued By:

**The Township of Ramara
2297 Highway 12, P.O Box 130
Brechtin, ON, L0K 1B0**

Prepared By:

**EXP Services Inc.
757 Main Street, East
North Bay, ON, P1B 1C2**

March 2023

Proposals will be received not later than 1:30pm local time on Friday, April 14, 2023

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1. Instructions

The Corporation of the Township of Ramara invites proposals for Lake St. John Floodplain Mapping. The proposals will be evaluated upon the specifications contained in this document. The field investigations defined in this proposal are anticipated to begin at the beginning of April weather permitting.

Inquiries regarding the RFP may be directed via email only to the designated contact and no later than 5 working days prior to the closing of this RFP.

Walied Zekry
Director of Building and Planning/Chief Building Officer
Township of Ramara
E-mail: wzekry@ramara.ca

If the designated contact considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued. Inquiries shall not be directed by telephone to any other Township employees.

2. Submissions and General Information

Proposals will be received by the Township of Ramara at the Municipal Office on April 14, 2023 no later than 1:30 pm. Any proposals submissions that are late or do not meet the requirements specified in this document, will be rejected by the Township. All information supplied in response to the RFP must be contained in the submitted bid including any issued addendums by the Township.

Key Dates:

- | | |
|-------------------------|---|
| • March 22, 2023 | – RFP Posted |
| • April 5, 2023 4:00pm | – Cut off for Questions |
| • April 12, 2023 4:00pm | – Response to Questions/Issue of Final Addendum |
| • April 14, 2023 1:30pm | – RFP Close/ |
| • April 21, 2023 | – Notification of Award |
| • April 25, 2023 | – Project Start Date |
| • February 26, 2024 | – Project Completion Date |

Bids received by the Township of Ramara shall represent an irrevocable offer and shall be valid for one hundred and twenty (120) days following the RFP closing date and time.

Proposals shall be submitted in person or by mail in a sealed envelope and plainly marked “Contract No. 23001281 - Township of Ramara RFP for Lake St. John Floodplain Mapping”, and shall be submitted to:

Walied Zekry, Director of Building and Planning/Chief Building Official
Township of Ramara
2297 Highway 12, PO Box 130
Ramara, Ontario, L0K 1B0

Bidder(s) shall contact the above designated municipal employee on all matters related to the Request for Proposal process. The Township of Ramara will not be liable for any and all information Bidder(s) receives from any persons, that are not listed as a point of contact in this tender.

A Bidder(s) may amend their proposal at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post proposal closure. A proposal may be voided by superseding it with a later Proposal or letter of withdrawal, prior to the closing date and time.

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The Owner reserves the right in their sole discretion to: reject any or all Proposal, cancel the request process and post a new request for proposals, accept a proposal which it deems most advantageous to itself, and disqualify any proposal with qualifying conditions. In no event will the Owner be responsible for compensating Bidder(s) for costs accrued in the preparation and submission of a proposal.

Notification of Acceptance will be by telephone and written form of notice, to the address of the Bidder(s) used on the Bidder(s) information form. The Date of Acceptance shall be deemed to be the date the Bidder(s) receives the Notification of Acceptance.

3. Definitions

The following terms will hold the corresponding definition for the purpose of this proposal.

- a) **Bidder(s):** Person or entity that intends to submit a proposal in response to the Request for Proposal process.
- b) **Contract:** A signed agreement between the Owner and the successful Bidder(s) pursuant to the RFP process.
- c) **Constructor:** A person holding the responsibility of a “Constructor” in accordance with the Occupational Health and Safety Act.
- d) **Director of Building and Planning:** An employee for the Corporation of the Township of Ramara authorized by Council to act on their behalf and appointed by by-law.
- e) **Closing Time:** The date and time in which the request for proposal period will end, and proposal will no longer be accepted.
- f) **OPS:** The current Ontario Provincial Standards published by the Ontario Public Service organization.
- g) **Owner:** The Corporation of the Township of Ramara.
- h) **Sub-Consultant:** A person or organization not employed but hired by the Service Provider to conduct studies, perform work, or assist the Service Provider in any capacity, during the completion of the work defined in this proposal.
- i) **Start Work Order:** A document in writing referred to in the proposal and issued by an employee of the Township of Ramara that authorizes the successful Bidder(s) to begin work.
- j) **Project:** For the purpose of this document any and all reference to “the project” or “project”, shall be made in reference to the proposal work as defined in the Scope of Work section of this proposal.
- k) **Proposal:** A set of documents issued by the Owner in respect to an opportunity, and also refers the documents submitted by a Bidder(s) in response to the opportunity.
- l) **Work:** The tasks to be performed by the successful Bidder(s) pursuant to the Contract issued as a result of the Proposal process, including but not limited to the tasks defined in the scope of work in Section 6.

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4. Purpose

The purpose of this study is to re-define the floodplain location along the Lake St. John watershed to update the Owner's Zoning and Official Plan. Significant changes have occurred since the existing floodplains have been established, and new floodplain mapping is required in order for the Township of Ramara, Building and Planning departments, to establish parameters for future land use. The updated floodplain mapping will be used as a tool for the building and planning departments to regulate development and future land use and address potential impacts to hazard areas due to climate change impacts.

5. Background

The Lake St. John watershed is located outside the jurisdiction of the Lake Simcoe Region Conservation Authority and is the responsibility of the Township of Ramara to regulate. The focus of the Township of Ramara is regulating development in the Lake St. John watershed within hazardous lands (e.g. floodplains). The existing watershed mapping is outdated, originates from 1986, and no longer depicts an accurate delineation of the floodplain area to regulate, please see Appendix A for the existing flood mapping.

The Lake St. John watershed encompasses an area of approximately 60.34 km², includes Lake St. John and Mud Lake, and discharges through the Lake St. John into Black River. There are no flow gauges located on St. Lake John. There are gauges owned and maintained by Parks Canada located on the Black River upstream of St. Lake John, gauges located on the Severn River before it ties into Black Creek, and a gauge located on the Severn River downstream of the Black Creek at Wasdell Falls. Figure 1 indicates the Lake St. John watershed, which is the area of study for this project.

The Lake St. John watershed is located within Zone 3 as defined by the Ministry of Natural Resources and Forestry (MNR) Technical Guide - River and Stream Systems: Flood Hazard Limit. Zone 3 uses the greater of the flood produced by the 100-year flood, or the Timmins Storm as the Regulatory Storm Event.

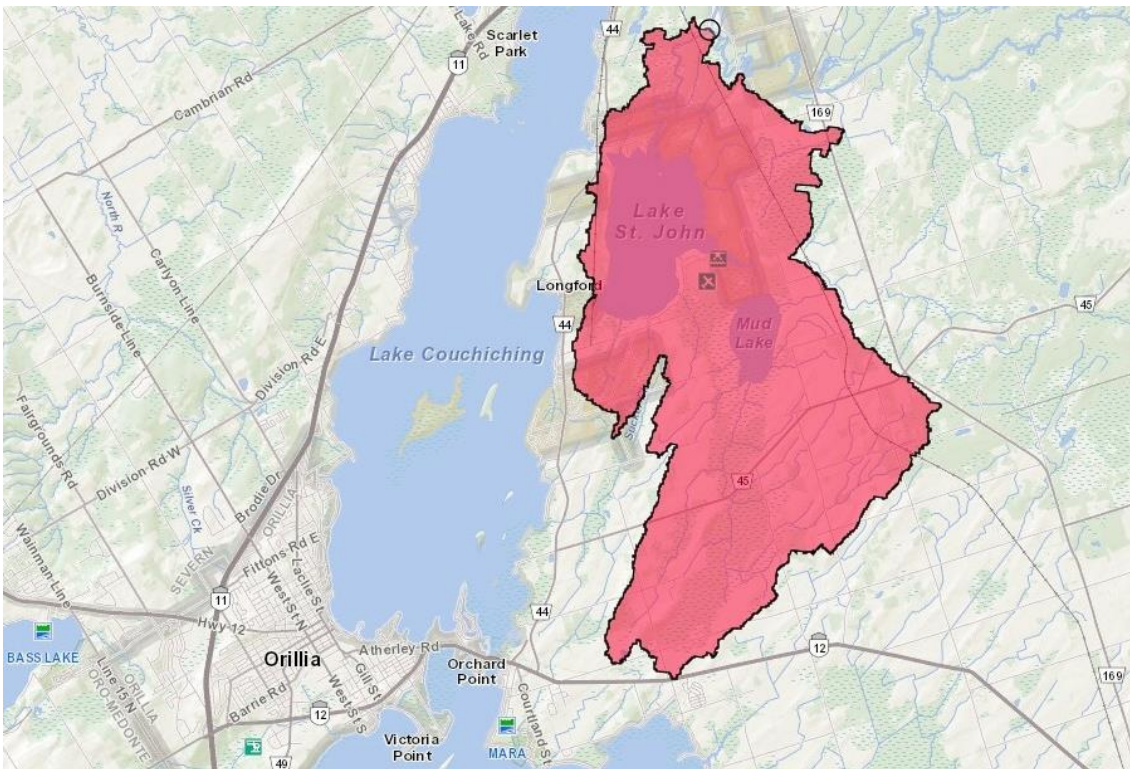


Figure 1: Lake St. John Watershed

6. Scope of Work

6.1. Project Overview

The purpose of the work is to update the regulatory floodplain mapping along Lake St. John, and Mud Lake as illustrated in Figure 1.

The study will involve the undertaking of any necessary field works, hydrologic analysis, and hydraulic analysis to generate and map the regulatory flood lines for approximately 5.37 km of the main branch of Lake St. John, approximately 6.37 km² or 14,000 meters of perimeter for Lake St. John, and approximately 1.42 km² or 5,000 meters of perimeter for Mud Lake.

6.2. Data Acquisition

The successful Bidder(s) will be responsible for acquiring all necessary information to complete the hydraulic analysis to generate the regulatory mapping of the floodplain. The successful Bidder(s) will acquire the following data as necessary, and as specified in the National Resources Canada - Federal Flood Mapping Guidelines series as per Section 6.6 of the proposal:

- Climate records
- Historical flood records
- Hydrology records
- Physiography and soil characteristics
- Base mapping and location of existing infrastructure
- Official plan and zoning

It is anticipated that in the collection of data for the floodplain mapping, that the successful Bidder(s) will have access to Ministry of Natural Resources and Forestry LiDAR survey information to assist in providing the base map and geospatial data for the floodplain analysis.

To assist in the completion of the hydrologic and hydraulic analysis, it is anticipated that the successful Bidder(s) will access historic high-resolution satellite imagery from a source recognized under Appendix 3 of the Federal Geomatic Guidelines for Flood Mapping.

Ground control points shall be used to determine the accuracy of the LiDAR and aerial imagery, with geodetic points recorded at all watershed infrastructure crossings, including: inverts, obverts, roadway centreline, edge of pavement, edge of shoulder, bottom of bridge beams (may be derived from the use of as-builts with roadway centreline and edge of roadway data), top of slope (for bridge abutments), and bottom of slope (for bridge abutments). Any applicable as-built draw will be provided by the Owner to the successful Bidder(s). The Owner will provide the ground control survey points to the successful Bidder(s) at a mutually agreed upon date.

6.3. Data Analysis and Modeling

The Lake St. John watershed is located within Zone 3 as defined by the Ministry of Natural Resources and Forestry (MNRF) Technical Guide - River and Stream Systems: Flood Hazard Limit. Zone 3 uses the greater of the flood produced by the 100-year flood, or the Timmins Storm as the Regulatory Storm Event. The successful Bidder(s) shall run analysis and provide mapping for the 2-yr, 25-yr, 50-yr, 100-yr, 200-yr, Hurricane Hazel, and Timmins storm events, with the greater of the 100-yr, Timmins Storm, or Hurricane Hazel being used to establish the new flood regulated area.

Hydrologic modeling and analysis shall conform to Natural Resources Canada - Federal Hydrologic and Hydraulic Procedures for Hazard Delineation (2019) and shall be performed with HEC-HMS.

Hydraulic modeling and analysis shall conform to Natural Resources Canada - Federal Hydrologic and Hydraulic Procedures for Hazard Delineation (2019) and shall be performed with HEC-RAS.

6.4. Deliverables

The successful Bidder(s) shall provide the Owner with five (2) hard copies of the final report, and a digital Microsoft Office format and Adobe Acrobat portable document file format (PDF) copy of the final report.

The successful Bidder(s) shall provide the Owner with five (5) hard copies of the final regulated flood map, on ARCH D paper (24" x 36").

Any photograph documenting field investigations shall be taken using a high-resolution digital camera. All photographs are to be provided both in an original unedited format and annotated with the photo description. The report shall contain colour copies of the annotated photographs with no more than four (4) photographs per page.

All maps created and submitted to the Owner shall be in AutoCAD drawing (DWG), PDF format, and ARCH D hard copies. The final approved regulated flood map shall be supplied to the Owner in DWG, PDF, ARCH D hard copy, and ESRI Shapefile, ESRI File Geodatabase or Geopackage format. Upon project completion, the successful Bidder(s) shall coordinate with the County of Simcoe – geomatic department, to update the interactive mapping for the Township of Ramara to include the updated regulatory floodplain mapping for the Lake St. John watershed.

6.5. Scheduled Meetings

During the course of the project, it is expected that there shall be a minimum of three (3) project working group meetings between the Owner and the Bidder(s) project teams. Additionally, the Bidder(s) shall attend in-person and provide assistance to the Owner at a minimum of one (1) public consultation meeting. Upon completion of the project, the Bidder(s) shall present the findings of the flood mapping to the Township of Ramara Council.

6.6. Applicable Standards

The successful Bidder(s) shall complete all required work in accordance with the Federal flood mapping guidelines series and the Ministry of Natural Resources technical guide, including by not limited to the documents listed below:

- Federal Flood Mapping Framework – Natural Resources Canada (2018).
- Federal Hydrologic and Hydraulic Procedures for Hazard Delineation - Natural Resources Canada (2019).
- Federal Airborne LiDAR Data Acquisition Guideline - Natural Resources Canada (2022).
- Federal Geomatic Guide for Flood Mapping - Natural Resources Canada (2019).
- Case Studies on Climate Change for Flood Mapping - Natural Resources Canada (2018).

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- Federal Flood Damage Estimation Guidelines for Building and Infrastructure - Natural Resources Canada (2021).
- Federal Land-use Guide for Flood Risk Areas - Natural Resources Canada (2022).
- Bibliography of Best Practices and References for Flood Mitigation - Natural Resources Canada (2018).
- Technical Guide River & Stream Systems: Flooding Hazard Limit – Ontario Ministry of Natural Resources Water Resources Section.

7. Requirements

The final floodplain reports and maps shall be stamped and sealed by a practicing Professional Engineer licensed and authorized to practice by Professional Engineers Ontario. The licensed professional engineer must be an employee of the Bidder(s) and may not be a sub-consultant.

The reports, analysis, and mapping performed by the Bidder(s) will be subject to peer review by an engineering firm of the Owner's choosing. The peer reviewer will provide a technical review of the hydrology report, hydraulic report, and draft flood mapping.

8. Qualifications

All work conducted by the Bidder(s) must be performed by or under the supervision of a Licensed Professional Engineer (P. Eng.), who is licensed and authorized under Professional Engineers Ontario (PEO) to practice in the province of Ontario.

9. Proposal Evaluation

Each proposal will be evaluated on a point scoring system, with the proposal that is most advantageous to the Township being recommended to Council for acceptance. The proposals will be evaluated based on the following criteria and will be assigned a score out of the one hundred (100) eligible points. The Bidder(s) with the highest points will not necessarily be awarded the contract or receive recommendation to Council for acceptance.

Understanding of Project Requirements – 10 Points:

Bidder(s) will provide an overview of the project requirement, listing all major hurdles and objectives throughout the project. The Owner will ensure that the successful candidate has a comprehensive understanding of the project requirements.

Methodology – 20 Points:

Description of how the Bidder(s) will undertake the project, including how and where they intend to acquire data from, what methods will be used to analyze the floodplain, what software will be used to modelling and mapping the floodplain, what tools/equipment they will use to perform any necessary field work, and any other procedures that the Bidder(s) will require to perform the necessary work.

Project Team – 20 Points:

Bidder(s) will be required to list the project team that they have reserved for the project. Bidder(s) will include the project teams qualifications, team professional qualifications, team member roles and responsibilities, experience performing similar projects, references for similar projects, and list of last three (3) projects performed of a similar nature.

The project team shall include all sub-consultants to be used during the completion of the work, and shall list all responsibilities, duties, and work each sub-consultant will perform during the completion of the project.

The successful Bidder(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person,

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company or Corporation, without the previous consent, in writing, of the Owner's officials, which consent shall not be unreasonably withheld.

Budget – 40 Points:

Proposals will be evaluated based on the total project cost. The proposal with the lowest project cost will receive full points, unless it is of the opinion of the Owner that the costs are so unbalance that work cannot be completed at the proposed cost; in which case the Bidder(s) will receive a score of zero (0), and the next lowest bid will receive full points.

Bidder(s) will receive a budget score based on the following equation: $Budget\ Score = 40 \times \left(\frac{Lowest\ Bid}{Bid\ Recieved} \right)$.

Bidder(s) shall supply a time/task matrix including the hourly charge-out rates and disbursements corresponding to the submitted total project cost. Proposals shall include costs for both LiDAR survey and Aerial Imagery, upon the award of the proposal, the Owner shall select the method most suitable to the project and Township budget.

Schedule – 10 Points:

Each proposal will include a Gantt chart of the proposed schedule for the project. Schedules will be evaluated for feasibility and will be verified to ensure that all key dates in accordance with Section 2 of the proposal are met. Should the proposed schedule be deemed non-feasible by the Owner, the Bidder(s) will receive a score of zero (0) points for this category. The schedule shall include meeting dates between the Bidder(s) and the Owner for project review at regular intervals and shall be scheduled feasible so that a fully reviewed product is provided to the Owner for the project completion date. The Bidder(s) shall also include a date for a Council presentation to present the finalized reports and mapping.

10. Payment

Payment will be made to the successful Bidder(s) at a percentage of the Total Lump Sum cost supplied to the Owner upon the completion of project Milestones. Payment will be made in response to invoicing by the successful Bidder(s) and shall be paid by the Owner within thirty (30) days of invoice acceptance from the Owner. The Owner will have 15 days upon the receipt of an invoice to decline, amend, or accept the invoice, upon which time if no response is received from the Owner, it will be deemed that the invoice was agreeable to the Owner and payment will be issued within thirty (30) days.

The project milestones will be as follows:

- Completion of data acquisition – 30% of total Lump Sum payment
- Draft flood mapping report – 30% of total Lump Sum payment
- Final flood mapping report – 30% of total Lump Sum payment
- Completion of Council presentation and updating of Township of Ramara interactive map – 10% of total Lump Sum Payment

11. Insurance

The successful Bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the Bidder(s). This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **The Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Bidder(s).

The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The insurance Policy shall not be altered, cancelled, or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

Where applicable, the Bidder(s) shall carry standard automobile and non-Owner automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

12. Workplace Safety and Insurance Board (WSIB)

The successful Bidder(s) shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the Bidder(s) or subcontractor(s) is liable to pay under *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1, 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: Construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that she/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township of Ramara. If the Bidder(s) does not have Independent Operator Status, the Bidder(s) shall.

- i) Complete an Independent Operator Status Questionnaire upon being awarded the contract.
- ii) Fund all costs associated with any appeal of a determination by WSIB that the Bidder(s) is not an Independent Operator.
- iii) Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Proposal. As such the Township reserves the right to terminate all Contracts associated with this Proposal if all appeals have been exhausted and the Bidder(s) are determined by WSIB or court or tribunal.

13. Indemnification

The Bidder(s) shall indemnify the Owner, its officers, employees and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable to anything done, or omitted to be done by the Bidder(s), its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

14. Accessibility

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, Chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers, and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

15. Health and Safety

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA or the Act), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful Bidder(s), for the purposes of the Act, shall be designated as the 'Constructor' for this project. The Constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the Constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act, applicable Regulations, Standards, Environmental Protection Act, other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract.
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site.
- The forfeiture of all sums owing the Constructor/or sub-contractor by the Township of Ramara.

The Constructor's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful Bidder(s) shall ensure that the requirements of the Occupational Health and Safety Act, applicable Regulations and environmental requirements are complied with.
- ensure workers are aware of the hazardous substances that may be in used at the workplace.
- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable.
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation.
- The Constructor acknowledges that they are familiar with the Occupational Health and Safety Act, applicable Regulations, applicable Standards, and other legal requirements that applies to the work being conducted.
- The Constructor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act, applicable Regulations, and rules circulated there under together with the Contractor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the Township of Ramara harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township of Ramara to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township of Ramara by reason of a breach or breaches of the Occupational Health and Safety Act and applicable Regulations by the Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages to assessed against any monies that the Township of Ramara may from time to time owe the Constructor under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section (**Health & Safety**) will apply to the subcontractor and the Constructor will enforce said provisions.

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- The Township of Ramara may consider previous OHSA violations as grounds for rejection and the Township of Ramara may terminate any contract arising from this document if the Bidder(s) is continuously in violation of OHSA requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

Bidder(s) Information Form

BIDDER(S) MUST COMPLETE AND INCLUDE THIS FORM WITH THE PROPOSAL SUBMISSION. ALL INFORMATION MUST BE LEGIBLE.

Company Name	
Bidder(s)'s Main Contact Individual	
Address	
Phone Number	
Fax Number	
E-Mail Address	
Name of Person signing for Bidder(s)	
Position of Person Signing for Bidder(s)	

I/We, the undersigned, having examined the attached Request for Proposal for Engineering Services, and having read, understood, and accepted the conditions outlined in the Request for Proposal, each and all of which form part of this proposal, hereby offer to supply Engineering Services in strict accordance with the conditions hereto attached and so outlined in this proposal.

SIGNED AT _____ OF _____ IN THE
TOWNSHIP/MUNICIPALITY/COUNTY OF _____
THIS _____ DAY OF _____, 2023

WITNESS SIGNATURE

AUTHORIZED SIGNATURE