

**TOWN OF GRIMSBY**

# **Hospital Corridor Secondary Plan & Urban Design Guidelines**

**TERMS OF REFERENCE & REQUEST FOR PROPOSALS**

January 2018

## **Project Leads**

Town of Grimsby and the Regional Municipality of Niagara



**Niagara**  **Region**

## Table of Contents

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1. Introduction.....	4
2. Purpose .....	5
3. Objectives.....	6
3.1 Guiding Principles .....	7
4. Proposed Work Plan.....	9
4.1 Schedule .....	12
4.2 Deliverables .....	12
4.3 Supporting Plans and Studies .....	13
5. Project Team Roles and Responsibilities .....	13
5.1 The Consultant.....	13
5.2 Town Staff.....	14
5.3 Regional Staff.....	14
5.4 Other Organizations .....	14
5.5 Steering Committee.....	15
6. Public Consultation .....	15
7. Consultant Expectations .....	16
8. Content of Proposal .....	16
9. Proponent's Meeting.....	18
10. Evaluation of Proposals.....	18
11. Budget.....	18
12. General Terms and Conditions.....	19
12.1 Withdrawal of Proposals.....	19
12.2 Questions, Discrepancies and Omission .....	19
12.3 Acceptance or Rejection of Proposals .....	20
12.4 Invoicing and Payment .....	20
12.5 Intent of Scope of Work.....	20
12.6 Incurred Costs.....	20
12.7 Proposal Expiry Date.....	20
12.8 Harmonized Sales Taxes (HST).....	20

12.9 Insurance .....	20
12.10 Workplace Safety and Insurance Board Clearance .....	21
12.11 Failure to Perform.....	22
12.12 Collusion .....	22
12.13 Ability and Experience of Proponents Submitting Proposals.....	22
12.14 Freedom of Informaiton and Protection of Privacy Act.....	22
12.15 Vendor Performance .....	22
12.16 Assignment of Contract .....	23
12.17 Indemnification .....	23
12.18 Clarification of Submission .....	23
12.19 Conflict of Interest .....	23
12.20 Award and Announcement .....	23
12.21 Contract Award Document.....	24
12.22 Negotiations .....	24
12.23 Performance Unsatisfactory .....	24
12.24 Exclusion.....	24
12.25 Intellectual Property.....	25
12.26 Limitations of Damages .....	25
12.27 Termination .....	25
12.28 Right to Audit.....	25
12.29 Meetings.....	26

# 1. Introduction

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The Town of Grimsby and the Regional Municipality of Niagara are inviting proposals for a comprehensive Secondary Plan and Urban Design Guidelines for the Hospital Corridor in Grimsby. These documents will establish an urban vision, land use designations, servicing strategies, transportation requirements, urban design and public realm guidelines and implementation policies for this corridor.

The Regional Municipality of Niagara will act as a partner to the Town throughout this study process; however, the Town, as identified in this Request for Proposal, shall direct the procurement.

The Town of Grimsby is located in the west end of the Niagara Region, immediately adjacent to the City of Hamilton, between the south shore of Lake Ontario and the Niagara Escarpment. In recent years, the Town has experienced significant growth, largely due to rising development pressures within the Greater Toronto and Hamilton Area. As a result, the amount of undeveloped land within the Town's Urban Growth Boundary is shrinking. It is anticipated that demand for new housing and related commercial development will only get stronger in Grimsby once daily GO Train service to and from Toronto starts in 2021.

Section 2.2.12 of the Town of Grimsby Official Plan states that it is a guiding principle of the plan to "Permit strategic intensification and infill in appropriate areas with high quality design that is sensitive to the surrounding character of the neighbourhood". Town Planning Staff have identified the Hospital Corridor as an area where strategic intensification and infill may be appropriate. The Secondary Plan and Urban Design Guidelines are intended to guide this process.

As evidenced by its name, this corridor is anchored by West Lincoln Memorial Hospital. An important regional medical centre, the hospital was slated to undergo significant upgrades in 2012, however the provincial government unexpectedly withdrew the funding for this project shortly before construction was scheduled to begin. The need for these upgrades remains however, and the Town wishes to explore how changes to the area immediately surrounding the hospital site could support its continued viability and renew its vitality.

The remainder of the corridor is currently comprised almost entirely of low-density commercial properties, many with large areas of surface parking fronting Main Street. Designated Neighbourhood Commercial Area in the Town of Grimsby Official Plan, residential land uses are not currently permitted on these sites. Considering intensification demands within this corridor is therefore contingent on exploring whether options for the redevelopment of these lands are feasible from a compatibility perspective.

The Town is currently engaged in a transit feasibility study. The findings and recommendations stemming from this study shall be integrated into this Secondary Plan.

## 2. Purpose

This Request for Proposal (RFP) has been established to retain a consultant to complete a Secondary Plan and Urban Design Guidelines for the Hospital Corridor in the Town of Grimsby (See Figure 1).

The plan area encompasses those properties fronting Main Street East, from Nelles Road in the West to West Lincoln Memorial Hospital in the East. The corridor currently includes several lowdensity commercial plazas, a greenhouse/garden centre, and a series of single-detached homes, some of which have been converted for retail and office use. The majority of these singledetached properties are included on the Town’s Municipal Heritage Register. The property at the north-east corner of Main Street East and Nelles Road (133 Main Street East) is designated under Part IV of the Ontario Heritage Act. The hospital site is also included in the plan area. An important component of the study will be to determine how changes made elsewhere in the plan area could improve the hospital’s future viability.

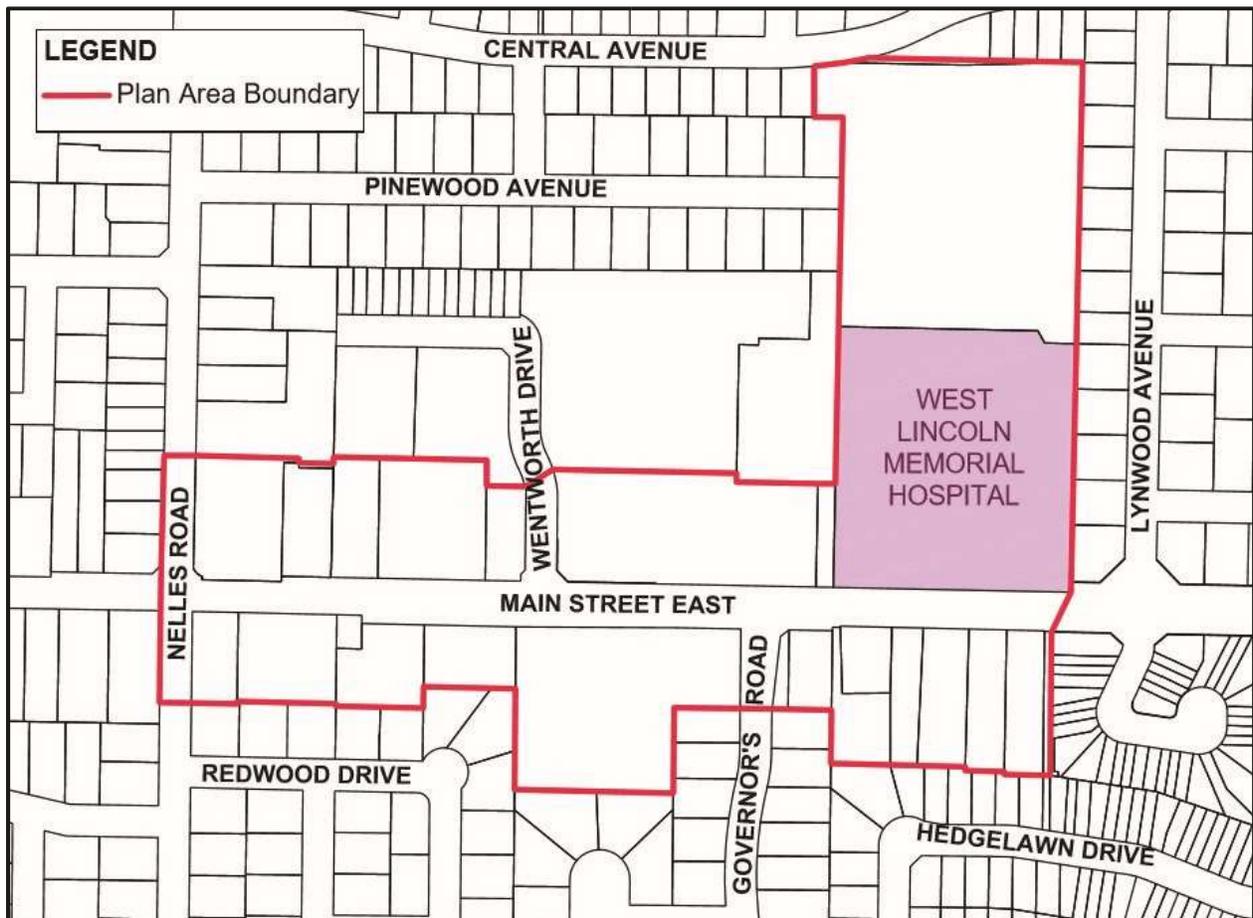


Figure 1: Hospital Corridor Plan Area Boundary

The primary purpose of the Secondary Plan and Urban Design Guidelines for the Hospital Corridor is to establish a vision and a plan for this study area that will guide its transformation.

The Secondary Plan should provide the framework for achieving an attractive mixed-use area that is compatible with surrounding land uses. The design of the area should be based on best planning and design practices including complete streets, more intensive urban fabric with buildings designed at a human scale, and a street layout that is accessible and multi-modal.

West Lincoln Memorial Hospital is an integral employment and medical hub. The Secondary Plan will propose land use and design strategies to foster the long-term viability of this facility.

In order to achieve this purpose, the consultant will be asked to investigate and resolve a number of issues defined in the RFP objectives.

### **3. Objectives**

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The Secondary Plan and Urban Design Guidelines will achieve the following:

- Align policies with provincial, regional and municipal planning policies, goals, and legislation;
- Consider opportunities to achieve density and intensification targets identified in the Town's Official Plan, the Regional Official Plan, and the Provincial Places to Grow Growth Plan;
- Consider redevelopment options that will facilitate a higher density/node concept and provide appropriate transition to the existing adjacent lower density areas;
- Ensure an appropriate level of compatibility with the surrounding low-density residential neighbourhoods, and the traditional Main Street rural estate landscape to the east and west of the plan area;
- Develop design strategies for transitioning and minimizing impacts of new development within the existing and stable neighbourhood fabric;
- Propose strategies for the future redevelopment of West Lincoln Memorial Hospital, and develop approaches for its improved integration into the study area;
- Consider the merits of attracting uses in the plan area which support the development of a medical hub, while at the same time ensuring small neighbourhood commercial entities remain to serve the needs of the local population;
- Develop approaches that protect, integrate and enhance existing built heritage resources within the plan area;
- Work in consultation with the Region of Niagara and the Niagara Peninsula Conservation Authority to develop policy approaches which address the Type 2 Important Fish Habitat shown along the eastern boundary of the plan area in regional mapping;
- Create a design and streetscape that is attractive, pedestrian-oriented and which responds to both the desire for a coordinated hospital precinct appearance and the

need to complement the architectural quality of the overall Main Street East cultural heritage landscape;

- Provide high-quality pedestrian amenities and public spaces;
- Provide built form guidelines and outline where and what heights are appropriate;
- Provide demonstration development scenarios on key opportunity sites that illustrate the appropriate type and scale of development;
- Design a plan that accommodates adequate and appropriate servicing and urban infrastructure which can link into existing sanitary, utility, water and storm systems (with emphasis on incorporating low impact design techniques);
- Consider policy approaches that address climate change mitigation and adaptation efforts and promote environmental sustainability;
- Review and create traffic patterns throughout the plan area that are efficient and appropriate, as well as encourage the integration of other modes of transportation into the plan area;
- Review and integrate appropriate public transportation options originating from the results of the Town's Transit Investigation Study due in late Fall 2017;
- Develop a parking strategy and transportation demand management review that minimizes the amount of surface parking within the plan area, while still allocating sufficient parking capacity to satisfy actual demand, particularly in regards to West Lincoln Memorial Hospital;
- Recommend appropriate implementation policies for development within the Hospital Corridor Secondary Plan.

All aspects of the Secondary Plan and Urban Design Guidelines shall integrate key components of Town and Regional documents, including, but not limited to, the Town's Official Plan and Zoning By-Law. The consultant will be required to work in conjunction with consultants concurrently undertaking additional studies for the Town, most importantly the aforementioned Transit Investigation Study.

### **3.1 Guiding Principles**

The project will be guided by the following principles. Note that other guiding principles shall be identified at the outset of the project with input from community and stakeholder consultation and shall be incorporated into the project.

#### **Engaging the Community:**

Maintaining an open, consultative process throughout the project is essential to capture important local input for the plan area. In addition to local residents, landowners and businesses within the plan area, as well as relevant outside agencies (i.e. the Region of Niagara, Hamilton Health Sciences, the Niagara Peninsula Conservation Authority, and the Niagara Escarpment Commission), and local indigenous communities must be consulted to ensure the development of plans and urban design guidelines that are community-focused.

**Connected:**

The plan area is located along Main Street East, a major east-west thoroughfare through the Town. Main Street East is also a Regional Road (#81), located along Niagara's Wine Route, and is part of the Region's Bicycle Network.

The transportation function of this roadway must be maintained and improved upon through the adoption of a complete streets approach. Public transit, pedestrian and active transportation accessibility both to and from, and within the plan area shall be improved.

Connections to and from the hospital site should also be improved to encourage related medical office facilities to locate within the plan area. Design, signage and maintenance standards should be used to provide a sense of cohesiveness across the plan area. North-south pedestrian connections should also be improved to allow residents of the low-density neighbourhoods surrounding the plan area to easily access its amenities.

Regional road requirements including widening and traffic calming measures should also be accounted for in consultation with the Region's Transportation Department, Transportation Master Plan, and Complete Streets Design Guidelines.

**Attractive:**

The plans and urban design guidelines should put forth strategies designed to create an attractive, livable, functional and economically viable node which will draw people, investment, and businesses to the plan area. Of particular importance will be to provide visitors and residents with a comfortable experience. This will involve several approaches, including the creation of a parking strategy; public space allocation and design; and the identification of required lighting, traffic flow, and public amenity improvements (such as the provision of bicycle racks, benches, shelters, plantings, and signage).

In terms of urban design, it is important that the plans and urban design guidelines encourage a built form that is pleasing and responds to both the desire for a coordinated hospital precinct appearance and the need to complement the architectural quality of the overall Main Street East cultural heritage landscape. Building envelopes and height step backs should be stipulated to ensure Main Street remains at a pedestrian scale. Surface parking should be reduced as much as possible, and should be oriented away from street frontages, in the rear of buildings where possible. Furthermore, it is important that the plans and urban design guidelines protect escarpment views, in accordance with the policies of the Niagara Escarpment Plan.

**Compatible:**

The plan area is surrounded on all sides by low-density residential neighbourhoods. Guaranteeing compatibility between future redevelopment within the plan area and these neighbourhoods is of utmost importance. Careful analysis must therefore be undertaken to ensure the final plans and guidelines proposed for the plan area will not result in any significant adverse impacts on these neighbourhoods. This analysis will include, but not be limited to, the following concerns: noise, spillover of light, accommodation of parking and access, shadowing, and micro-climatic conditions.

The urban design guidelines shall ensure that development is compatible in scale and character with these adjacent stable areas. Guidelines for gradation and recommendations for setbacks should be provided and incorporated into the supporting documents.

The traditional Main Street rural estate streetscape is still evident immediately to the west and east of the plan area. The Town's Official Plan contains numerous policies requiring that the large setbacks and mature trees of this streetscape be protected. The Secondary Plan and Urban Design Guidelines should incorporate strategies aimed at improving the transition between the plan area and this streetscape.

### **Balanced**

The plan area is currently an important commercial node within the Town. While implementing land use strategies aimed at fostering the future viability and revitalization of West Lincoln Memorial Hospital is of utmost significance to the development of the plan, it is important that this emphasis does not result in a loss of commercial activity within the plan area. Any land use strategies that are proposed must therefore carefully balance the pressures associated with creating a medical hub with protecting the existing neighbourhood commercial function of the plan area.

### **Heritage Preservation and Enhancement:**

As stated in the Town's Official Plan, the Town strives to "protect cultural heritage resources which are important to the identity and character of the Town". The plan area contains many such resources: a total of four properties within the study area are listed on the Municipal Heritage Register, and one property (133 Main Street East) has been designated under Part IV of the Heritage Act. The final plans and guidelines must stipulate how these important heritage resources will be enhanced and sensitively integrated as the plan area redevelops and intensifies. It will also be useful to establish land use planning and design strategies that would enhance the existing character of these sites.

## **4. Proposed Work Plan**

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The Secondary Plan and Urban Design Guidelines for the Hospital Precinct will be developed in three primary stages, although this is simply a guide and the exact work plan may be subject to a refinement based on submissions received and further discussions with the successful consultant. The program will be undertaken with the benefit of a comprehensive public engagement and consultation program that will promote input and foster consensus with stakeholders, including Council, the Town of Grimsby Planning Committee, the Region of Niagara, the public, municipal departmental staff and advisory committees, government agencies, the private sector and non-governmental organizations.

Prior to starting the project the successful proponent will be required to submit a final detailed work plan and project schedule to be approved to the satisfaction of the Town of Grimsby.

The stages are as follows:

### **Stage 1: Background Information Collection and Analysis**

This stage will consist of the Consultant collecting and reviewing all relevant background information and undertaking appropriate initial notification and consultations with the public, municipal departmental staff and advisory committees, agencies and other interested stakeholders. This task will enable the Consultant to understand Grimsby's land use planning context and the current issues, trends, facts, assumptions, opportunities and constraints affecting the plan area. This stage will include development of a communications plan to inform the community that the project is being undertaken. The Town is interested in exploring the use of new social media technologies to enhance public facilitation, such as live streaming. The communications plan shall incorporate these technologies as much as possible.

The Consultant is expected to review the Town's Official Plan and other relevant documents to gain a thorough understanding of the planning context of the area. This will include the acquisition of appropriate resources from the Province, Region, Conservation Authority, Niagara Escarpment Commission and other governing bodies that deal with Regional and provincial matters. (i.e. traffic impacts on the regional road, protection of escarpment viewsheds etc.).

It is expected that at least one stakeholder consultation session and one public consultation session will occur during this stage, in addition to meetings with the project's Steering Committee. The purpose of these sessions will be to provide information about the project, and to answer questions, address comments and concerns, and collect general feedback. The sessions are also intended to introduce the consultant to the social context and specific needs of the community. To this end, the public consultation session should take the form of a design charrette whereby members of the public will be invited to explore their overall vision for the plan area. In addition, at least one focus group consultation session must be held with representatives of the West Lincoln Memorial Hospital at this stage of the study.

This stage will conclude with the Consultant providing Town and Regional Staff with a Background Analysis Report that reviews and assesses the various development opportunities and constraints identified through the research and analysis conducted during this stage. This report will form the basis of the work completed in later stages of the project.

The Background Analysis Report shall include a review of the policy and regulatory framework guiding the study. It shall also incorporate the findings of the following technical studies:

- Transportation Study and Parking Analysis
- Functional Servicing Report

The Background Analysis Report shall incorporate and address feedback obtained from the stakeholder and public consultation sessions. The Background Analysis Report shall also address the following in terms of an urban design analysis:

Inputs	Outputs:
<ul style="list-style-type: none"> <li>i. Existing/recent land use and density</li> <li>ii. Existing built form - (stable vs. transitional)</li> <li>iii. Existing public realm infrastructure (overhead wires)</li> <li>iv. Lot fabric and potential areas of future infill</li> <li>v. Transportation – vehicular AADT counts, pedestrian, cycling, future transit, widenings</li> <li>vi. Parking</li> <li>vii. Heritage</li> <li>viii. Shadow analysis</li> <li>ix. Relationship to the Downtown</li> <li>x. SWOT analysis</li> </ul>	<ul style="list-style-type: none"> <li>i. Building on strengths: Main Street and hospital synergies, wine route, stable residential areas, parcel sizes along Main Street, street wall character, connectivity with surrounding neighborhoods</li> <li>ii. Building on the opportunities: Developable areas and infill, new densities, protection of stable areas with transition and gradation, appropriate heights, improvements to public realm (burial of overhead wires, cycling infrastructure, walking, parks and open spaces)</li> </ul>

**Stage 2: Technical Review and Preparation of Draft Secondary Plan and Preliminary Urban Design Guidelines**

Based on the information obtained in Stage 1, the Consultant, in discussion with Town and Regional Staff, as well as the Steering Committee, shall establish an overall vision for the plan area. Specific goals, objectives and principles for the Secondary Plan and Urban Design Guidelines shall be established, and any foreseen constraints or opportunities related to achieving these should be identified. It is during this stage that the consultant will perform any explorations noted in the objectives.

Following this visioning exercise, draft Secondary Plan policies should be prepared with a draft land use schedule which adequately address the concerns raised in the consultation sessions, and which are informed by the Background and Analysis stage. Draft Urban Design Guidelines shall also be developed which demonstrate the overall vision for the Secondary Plan.

A Summary Report, which outlines the key recommendations for consideration, and the Draft Secondary Plan and Urban Design Guidelines will be prepared by the Consultant and submitted to Town and Regional Staff at the conclusion of this stage.

The Consultant will be required to prepare appropriate graphics and photographs to accompany the Urban Design Guidelines that are representative of the form, scale, siting and massing of development being recommended. A streetscape demonstration plan shall also be prepared which illustrates one possible design scenario incorporating the design principles, guidelines, and standards contained in the Urban Design Guidelines.

The Consultant shall also facilitate one public open house session at the conclusion of this stage. This session will serve to provide members of the public with an overview of the proposed Secondary Plan policies and Urban Design Guidelines, as well as allow for an opportunity for members of the public to provide feedback.

### Stage 3: Secondary Plan and Urban Design Guideline Refinement and Final Implementation

The Consultant will refine the draft Secondary Plan and Urban Design Guidelines before final consideration by the Town Planning Committee. A Formal Statutory Public Meeting of the Planning and Development Committee of Council will be convened to review the final Secondary Plan and associated Urban Design Guidelines prior to their approval.

#### 4.1 Schedule

Awarding of the project will occur in February 2018 and project completion is scheduled for September 2018. It is anticipated that the project will generally adhere to the following schedule, which may be modified by the Town based on discussions with the Consultant:

Item	Task	Date
1	Approve, Post and Circulate RFP	January 2018
2	Consultant Selection Process, Council Awards RFP, Town Planning Department Staff (The Client)/Consultant First Meeting	February - March 2018
3	<u>Stage 1</u> : Project Initiation and Public Notice, Background Research and Analysis, Community Consultations, Technical Paper/Background Analysis Report to Client	March – May 2018
4	<u>Stage 2</u> : Summary Report and Draft Secondary Plan and Urban Design Guidelines to Client, Public Open House	May 2018 – July 2018
5	<u>Stage 3</u> : Draft Secondary Plan and Urban Design Guidelines Refinement, Final Report and Secondary Plan/Urban Design Guidelines to Client, Statutory Public Meeting and Approval by Council	July 2018 – September 2018

#### 4.2 Deliverables

Deliverables for this project will be as follows:

- Detailed Work Plan, Project Schedule
- Draft and Final Background Report
- Draft and Final Public Consultation Plan
- Draft and Final Summary Report
- Draft and Final Secondary Plan and Land Use Schedules/Appendices
- Draft and Final Urban Design Guidelines

The following documents will be required to be submitted upon completion of the Secondary Plan, and Urban Design Guidelines:

- A minimum of ten (10) bound copies of all reports, plus one unbound original for copying, and one electronic copy in PDF format;
- One CD or memory stick of all and any related colour photos, graphics, presentations given during the project and maps, in common, Town of Grimsby compatible formats;
- All complete mapping files in SHP file format projected to UTM Zone 17, NAD 83;
- One hard copy, and one digital copy of all presentation boards and materials from all public and stakeholder sessions;
- All database material received from the Region, the Town, or any other agencies, boards or commissions as part of this review, and all database materials produced by the Consultant in the undertaking of this review.

All of the documentation shall be prepared in a format which will enable it to be placed on the municipal website. It is expected that newsletters, brochures all other forms of communication will also be required to inform the public, which shall be prepared in full colour. Presentations shall be provided in PowerPoint format wherever possible.

The Town shall have the right to reproduce all deliverables.

### **4.3 Supporting Plans and Studies**

- Town of Grimsby Official Plan
- Town of Grimsby Zoning By-Law (By-Law 14-45, as amended)
- Town of Grimsby Transit Investigation Study Report (forthcoming)
- Town of Grimsby Cultural Heritage Landscapes Report
- Regional Official Plan
- Niagara Region Model Urban Design Guidelines
- Niagara Region Transportation Master Plan: Draft Complete Streets Policy
- Niagara Region Complete Streets Model Policy Handbook
- Niagara Region Complete Streets Design Guidelines

## **5. Project Team Roles and Responsibilities**

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The project will be overseen by the Director of Planning of the Town of Grimsby. The project team will consist of the Consultant's Staff, Planning Department Staff, and Regional Staff.

### **5.1 The Consultant**

The consultant team is responsible for coordinating the study, conducting research and analysis, reporting findings, and preparing the plans and documents outlined in the Terms of Reference.

The consultant team's responsibilities will include, but not be limited to, the following:

- Submit a study proposal;
- Create a detailed work schedule based upon elapsed time in weeks and the calendar year which includes timing, person hours and cost per task, and a tentative completion date for each plan deliverable (including dates for draft submission, staff review time, and final submission);
- Collect and compile all required information for a draft and final Background Report;
- Collect and compile information on the study process into a Summary Report;
- Complete the Secondary Plan, Urban Design Guidelines and/or components which satisfy the Terms of Reference, final work program, and any other requirements to the satisfaction of Staff and/or Council;
- Prepare and present Draft and Final Reports to Planning and Development Committee and/or Council, as required;
- Provide all presentation materials required for Meetings;
- Design visual aids (i.e. mapping, graphics, concept plans, and presentation materials) as required, to illustrate recommendations and actions;
- Prepare the consultation plan and undertake all activities associated with the plan;
- Attend Town of Grimsby Planning and Development Committee meetings, and meetings with other Committees of Town Council as necessary.

## **5.2 Town Staff**

Town Staff will be a conduit to other internal departments, outside agencies and Council as required.

Town Staff will be required to provide the Consultant with the background information, documents, and materials required to complete the project, such as the Town Official Plan, site plan, design guidelines, community improvement plan design guidelines, mapping information, etc. Staff expertise will be particularly required in instances of historical site-by-site information.

## **5.3 Regional Staff**

Regional Staff will participate in the selection of the Consultant. Additionally, the Consultant will be required to consult with Regional Staff during various stages of the project as established in the Proposed Work Plan. Regional Staff will be a conduit to other regional departments as required. Regional staff will review and provide formal comments on all deliverables and will sit on the Steering Committee for this project. The Region will be the approval authority unless an exemption is granted.

## **5.4 Other Organizations**

Representatives from other organizations such as the Region of Niagara, the Niagara Peninsula Conservation Authority, the Niagara Escarpment Commission and other groups will be consulted. These organizations will be expected to provide information in their areas of expertise as required.

## 5.5 Steering Committee

The Steering Committee will be comprised of members/representatives from the following:

- Town Planning Department
- Town Public Works Department
- Town Recreation Department
- Regional Planning and Development Services
- Regional Public Works
- Ward Alderman

## 6. Public Consultation

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Public and other stakeholder involvement is key to the success of this project. The Consultant shall design a formal community consultation process which outlines the method(s) and tools for engaging stakeholders in the community and maximizing input at each stage of the project, including but not limited to community consultation sessions, public open houses, technical working groups, newsletters, surveys, notices, web materials and social media, posters and mail/hand-outs. Written explanatory briefs and other summary documentation shall be encouraged to assist members of the public in its understanding of the project. As noted previously, The Town is interested in exploring the use of new social media technologies to enhance public facilitation, such as live streaming. The community consultation process shall incorporate these technologies as much as possible. The Consultant will be responsible for implementing and monitoring these technologies.

The approved consultation plan shall implement, at a minimum, the following consultation requirements:

- Regular meetings are expected with the Town Planning Department throughout the course of this project (which may include other members of the project steering committee), and consultations should be held with key stakeholders, including municipal departmental staff, public agencies, municipal advisory communities, the business community, the development community and community interest groups.
- Stage 1, the Consultant will be required to organize and convene one (1) stakeholder consultation session and one (1) public open house near the beginning of the project to gather community feedback and enhance the Consultant's understanding of the community's interests. It is also expected that at least one focus group consultation session would be held with representatives of the West Lincoln Memorial Hospital at this stage of the study.
- Stage 2, the Consultant will be required to organize and convene one (1) statutory public open house session. This session will serve to provide members of the public with an overview of the proposed Secondary Plan policies and Urban Design Guidelines, as well as allow for an opportunity for members of the public to provide additional feedback.

- Stage 3, the Town of Grimsby Planning Committee will convene a Statutory Public meeting once the draft Secondary Plan has been revised by the Consultant based on earlier community consultation and input.

The consultation plan should identify key stakeholders and how best to consult with them. Additional consultation and facilitation may be required throughout the project depending on the response from these sessions, and may be directed towards specific groups such as the business, development community, public agencies or interest groups. These sessions will also be organized and led by the Consultant. Accordingly, the Consultant shall include a flat rate fee (as an additional cost item) for any additional meetings as may be directed by the Town. The consultant shall be responsible for scheduling of meetings, preparation of notices and agendas, presentation materials and Open House notes/minutes. The Town of Grimsby will provide assistance with organizing meeting room/hall bookings and setup.

## 7. Consultant Expectations

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While the Consultant will work with The Town Planning Department and stakeholders in compiling and reviewing information throughout the process, it is expected that the Consultant will provide sound, objective and defensible analysis and reports based on technical and professional judgement which may or may not necessarily be consistent with the opinions and conclusions of Town Planning Department staff or other community stakeholder inputs. The documentation arising out of this project shall be consistent with/conform to all Provincial and municipal legislation and policies, such as the Planning Act, Provincial Policy Statement (PPS), Growth Plan, Greenbelt Plan, Niagara Escarpment Plan, Regional Official Plan and the Town of Grimsby Official Plan, and in accordance with sound planning principles. The consultant shall be expected to attend hearings of the Ontario Municipal Board (OMB), Courts and/or tribunals to present evidence and professional opinions in defense of the documentation it supplies as part of this project. Accordingly, the Consultant shall include a flat rate fee (as an additional cost item) for any Ontario Municipal Board related works.

The lead Consultant and applicable representatives shall attend all meetings required during the project, and present the project recommendations and amendments to Council prior to adoption. The Consultant Team's representatives attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings. The Consultant will also be required to provide all documentation to the Town in accordance with Section 4.2 Deliverables..

## 8. Content of Proposal

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Proposals must contain the following (see selection criteria in Appendix A for more details):

- The Consultant team's understanding of the assignment, including an explanation of the approach and methodology to be used to achieve the objectives of the RFP, and an assessment of any anticipated difficulties in performing tasks and the proposed approach for overcoming these;
- A list of employees within the consulting team who will be involved in the project, their role in the process, anticipated percentage of time dedicated to the project, curriculum vitae complete with qualifications, experience and applicable skills, and their contact information, and a breakdown of all hourly rates;
- Examples of recently completed municipal Secondary Plan and Urban Design Guideline projects, and a list of three (3) client references relating to the same;
- A work plan/project schedule, including a detailed description and costing of all tasks and sub-tasks, timelines, milestones, deliverables, meetings and key dates proposed to meet the requirements of the RFP. If the Consultant feels it is advisable to perform additional work at the proposal stage, the nature, extent and estimated cost of such work shall be identified separately;
- Lead Consultant's experience before the Ontario Municipal Board;
- An upset cost for the project, including a breakdown of all hourly rates and predicted person hours attributed to each team member by the task and all other tasks and disbursements. Cost estimates should also include the cost of additional public meetings, printing, document reproduction, travel and accommodation, OMB witness, etc. and any costs of anticipated sub-consultant work;
- Indication of availability for the project and other concurrent commitments;
- Quality control plan, value added work and innovative approach to the project;
- Summary of understanding of the Town of Grimsby and Region of Niagara planning context; and,
- Disclosure of any potential conflict of interest if applicable.

The respondent shall submit four (4) bound copies (one of which shall be signed and marked as an original) and one (1) unbound print ready copy in 8 ½" x 11" format. The maximum proposal length shall be twenty five (25) pages, exclusive of CV's, references and project experience materials. Proposals are to be clearly marked with the RFP title.

The Proposal shall be prepared and submitted at the sole expense of the Consultant Team and without cost to the Town.

Proposals in the prescribed format must be addressed to:

**Michael Seaman**  
**Director of Planning, Town of Grimsby**  
**160 Livingston Avenue, Grimsby, Ontario L3M 4G3**

**Proposals must be received on or before 4:00 p.m. local time on February 16<sup>th</sup>, 2018.** The Town bears no responsibility for any Proposal(s) which are lost, misplaced or are not considered as a result of failure to follow the instructions. Proposals received after the official closing time will

not be considered during the selection process and will be returned unopened to the respective Respondent.

## **9. Proponent's Meeting**

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The top three short listed proponents will be required to attend a mandatory meeting with Town and Regional Staff to provide an opportunity for questions and clarification. It is anticipated that each consultant interview will be limited to a maximum time period of 45 minutes. Representatives of the consultants in attendance at this interview will be limited to the proposed project Manager and no more than one other key staff member. If selected, Consultants will be advised by phone as to the exact time and location of the interviews.

## **10. Evaluation of Proposals**

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Proposals will be evaluated based on the following criteria and weighting:

TECHNICAL AND MANAGEMENT PROPOSAL	75%
ORAL PRESENTATION/INTERVIEW	20%
FEE PROPOSAL	5%

A score of 50% out of the maximum 75% for the Technical and Management aspects of the proposal must be obtained to be considered for the Consultant Team to be shortlisted and invited to proceed to the Oral Presentation and Interview as well as consideration of the Fee component. Attachment A identifies the criteria that will be used to evaluate each Proposal Component.

The review and selection of a proposal(s) will be conducted by the Director of Planning, Senior Planner, Town Manager, Chair of Planning Committee, and Regional Staff. The proposed winning submission must be endorsed by the Town Manager and Town Council.

A report outlining the results of the RFP and a recommendation to award the contract for this project will be presented for Council approval in December 2017.

## **11. Budget**

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The upset limit for this project will be \$100,000.00, excluding HST. The consultant shall supply a detailed task list, itemized cost estimate, work plan, and a total proposed cost (i.e. maximum upset limit) of the project, including all consulting fees, disbursements, contingencies and all other cost

associated with implementing the scope of work. HST should be identified separately. It is the responsibility of the respondent to anticipate and clearly identify all tasks required to satisfy the requirements of the RFP.

The successful consultant project leader will be responsible for submitting detailed invoices which describe the work undertaken within each invoice time period, the personnel employed and hours expended by the hourly rate, disbursements, total fee for each invoice, and total budget expended/remaining on the project. If the consultant determines that this target cannot be met at any time prior to or during the project work, the consultant shall advise the Town within 48 hours of such determination and should not undertake any work that would cause the upset limit to be exceeded without written permission from the Town of Grimsby.

## **12. General Terms and Conditions**

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### **12.1 Withdrawal of Proposals**

A Proposal may be withdrawn by submitting a request in writing to:

Michael Seaman  
Director of Planning, Town of Grimsby.  
160 Livingston Avenue, Grimsby, Ontario L3M 4G3

The withdrawal of a Proposal will not preclude a Proponent from submitting another Proposal prior to the Closing Date/Time.

### **12.2 Questions, Discrepancies and Omission**

A Consultant seeking clarification or discovering discrepancies or omissions in these Terms of Reference or having doubt as to the meaning or intent of any part thereof shall notify Michael Seaman, Director of Planning at the Town of Grimsby at [mseaman@grimsby.ca](mailto:mseaman@grimsby.ca). The email subject line MUST reflect the RFP title. All questions must be received at least six (6) business days prior to the bid closing date. All questions received later than six (6) business days before the closing date will not be answered.

It is understood and acknowledged that the Town shall not be held liable or responsible for verbal instructions or explanations. Only written Addenda issued by the Town during the bidding period shall become part of these Terms of Reference.

During the bidding period, Bidders may be advised by Addenda of required additions and deletions from or alterations to the requirements of the proposal. All such changes shall become an integral part of the proposal and shall be allowed for in the price submitted by the Consultant.

Addenda cannot be issued later than five (5) working days before the closing date without extending the closing date and time. All registered document takers will be notified of all or any addendums/information changes. Bidders shall confirm the receipt of all addendum(s),

The Town reserves the right to distribute any or all questions received and responses given pertaining to discrepancies and omissions to all bidders.

The Town bears no responsibility for any oral communication instruction or suggestions.

### **12.3 Acceptance or Rejection of Proposals**

The Town reserves the right in its total discretion to accept or reject any or all Proposals for any reason whatsoever, and to accept or reject any Proposal if considered best for the Town. All documentation is subject to review by Staff for accuracies and compliance with the specifications, terms and conditions of these Terms of Reference.

### **12.4 Invoicing and Payment**

The normal terms of payment for the Corporation will be Net Thirty (30) days from receipt of services/invoice, whichever occurs later.

### **12.5 Intent of Scope of Work**

It is the intent of the scope of work to describe specific details of services required. It is the responsibility of the successful Consultant to supply any service not described in the scope of work but which may be reasonably implied to discharge the scope of work covered in these Terms of Reference.

### **12.6 Incurred Costs**

The Town will not be liable nor reimburse any Consultant for costs incurred in the preparation of submissions, attendance at meetings and related travel costs, or any other services that may be requested as part of the preparation of the proposal or proposal evaluation process.

### **12.7 Proposal Expiry Date**

Consultants acknowledge that offers contained within their Proposal shall remain open for acceptance by the Town for a period of not less than ninety (90) days from the closing date of acceptance of the Proposals.

### **12.8 Harmonized Sales Taxes (HST)**

All base prices shall exclude HST. Payment under the Contract shall be subject to value added taxes in effect at the time of invoicing.

### **12.9 Insurance**

The successful lead Consultant and all sub-consultants shall purchase and maintain at all times during the term of project the insurance coverage listed below:

- (a) Comprehensive General Liability Insurance

Commercial general liability insurance insuring the Proponent and covering all services as described in the scope of work. The policy will be extended to include bodily injury and property damage, personal and advertising injury, products and completed services, blanket contractual, a severability of interest and cross liability clause to a limit of not less than two million dollars (\$2,000,000) per occurrence. A commercial general liability policy that has an aggregate limit will be acceptable.

(b) Errors and Omissions

The successful Consultant is required to have Errors and Omissions liability insurance insuring the Proponent in the amount of not less than two million dollars (\$2,000,000) per claim in the aggregate. The coverage under the policy shall be maintained continuously until expiry or termination of the contract Agreement.

If coverage under the Errors and Omissions policy is cancelled within the two year period after the completion or termination on the work, the Proponent shall provide the Town with notice within ninety days of cancellation and shall be required to purchase an extended reporting endorsement to ensure that coverage is maintained.

(c) Other Insurance

Any other type or form of insurance as otherwise may be required from time to time as identified at any time by either party.

All insurance policies shall be:

- Written with an insurer licensed to do business in Ontario;
- Be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Proponent; and
- Contain an undertaking by the insurers to notify the Town in writing not less than thirty days before any material change in risk cancellation of coverage.

Certificates of insurance originally signed by authorized insurance representatives, or if required by the Town, and certified copies of all of the above-mentioned policies shall be delivered to the Town prior to the commencement of services. All subsequent policy renewals and certificates on insurance thereafter, during the term of this work is in force, shall be forwarded to the Town within sixty days of their renewal date.

## **12.10 Workplace Safety and Insurance Board Clearance**

Upon Award, the Consultant shall provide a valid, current Clearance Certificate indicating that the Proponent is registered with Workplace Safety and Insurance Board (“WSIB”), and has an account in good standing, or, if WSIB coverage is not required by law to be carried by the Proponent, either:

- (a) An Exemption Letter from WSIB, satisfactory to the Clerk;  
or
- (b) An Independent Operators Status1 Certificate issued by WSIB.

In addition to the indemnification provided by the Proponent herein, the Proponent agrees to indemnify the Town for all losses, claims, expenses (including reasonable legal fees) or other charges related to the Proponent's status with WSIB.

### **12.11 Failure to Perform**

Failure to comply with all terms and conditions of these Term of Reference and failure to supply all documentation as required, within the specified time period, shall be just cause for cancellation of the award. The Town shall then have the right to award to any other Consultant, or issue a new Request for Proposal.

### **12.12 Collusion**

A reasonable suspicion or collusion between two or more Consultants will be sufficient cause for the rejection of all Proposals so affected. It will be the responsibility of the Town to determine if collusion has occurred.

### **12.13 Ability and Experience of Proponents Submitting Proposals**

Each Consultant making a submission shall satisfy the Town as to their ability and experience in supplying the services offered in their submission. The Town will not award a contract to any Consultant that cannot furnish evidence satisfactory to the Town that they have the necessary ability, dedication, equipment, capital and experience to provide the services required.

### **12.14 Freedom of Informaiton and Protection of Privacy Act**

The Proposal and any other documentation submitted by the Consultant prior to the closing date specified in these Terms of Reference shall become the property of the Town and shall not be returned. The Proposal shall be subject to Freedom of Information and Protection of Privacy Act. The Consultant must identify any information contained in the Proposal that is submitted in confidence.

### **12.15 Vendor Performance**

The Town and Region may, at their sole discretion, reject a submission if the Consultant making the submission:

- (a) Has, at any time threatened, commenced or engaged in legal claims or litigation against the Town or the Region;
- (b) Previously provided goods or services to the Town or the Region in an unsatisfactory manner;
- (c) Has failed to satisfy an outstanding debt to the Town or Region;
- (d) Has a history of illegitimate, frivolous, unreasonable or invalid claims;
- (e) Provides incomplete, unrepresentative or unsatisfactory references; or

- (f) Has engaged in conduct that leads the Town or Region to determine that it would not be in the Town's best interest to accept the submission.

### **12.16 Assignment of Contract**

Sub-contracting out the services will not be permitted without the prior written consent of the Town. Any work undertaken by sub-contractors shall in no way relieve the Consultant of his/her responsibilities to the Town.

### **12.17 Indemnification**

The successful Consultant shall indemnify and save harmless the Town and Region, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind arising out of negligence, errors or omissions, fraud or willful misconduct of the successful Consultant, its officers, employees, agents and sub-Consultants, or any of them, attributable to or in connection with the delivery of performance of the goods and services contemplated in these Terms of Reference, except to the extent that the same is attributable to or caused by the negligence of the Town or Region, its officers, employees and agent, or any of them. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful Consultant in accordance with the Terms of Reference.

### **12.18 Clarification of Submission**

The Town and Region reserves the right in their sole discretion to clarify any Proposal after the Proposal submission deadline. The response received by the Town and Region from a Consultant shall, if accepted by the Town and Region, form an integral part of that Consultant's Proposal. The Town and Region reserves the right to interview any or all Consultants to obtain information about or clarification of their Proposals. In the event that the Town and Region receives information at any stage of the evaluation process which results in earlier information provided by the Consultant being deemed by the Town and Region to be inaccurate, incomplete or misleading, the Town and Region reserves the right to revisit the Consultant's evaluation result.

### **12.19 Conflict of Interest**

Consultants making a submission shall disclose to the Town prior to award of the contract, any potential conflict of interest. If such a conflict of interest does exist, the Town may, at its sole discretion, withhold the award. This shall include identification if any member of the Consultant or Consultant team currently represents any property owner(s) within the subject area.

Sub-consultants may participate in more than one bid.

### **12.20 Award and Announcement**

Negotiations, if any, must be successfully concluded and documented before a final recommendation is made. The first ranked Consultant, having acceptable terms and conditions as outlined in this Request for Proposal will be recommended for award. No announcement

concerning the successful Consultant will be made until a complete report is prepared and approved the Town Council.

If approved by Council, the Town will notify the successful Consultant in writing, of the acceptance of its Proposal. The successful Consultant shall be bound to execute a written agreement with the Town within fourteen (14) days of contract award. The date of the contract award shall be taken as the date on which the Consultant is notified of the acceptance of its Proposal. Notice of acceptance will be deemed to have been given on the fifth (5) day following the date of mailing of the written notice. The successful Consultant must submit the following to the Town within fourteen (14) days of the contract award:

- A fully executed agreement in triplicate; and
- A certificate of insurance which complies with the insurance and indemnification requirements of the Request for Proposal.

### **12.21 Contract Award Document**

The issue of a Purchase Order and an Agreement by the Town gives rise to a Contract between the Town and the successful Consultant in accordance with the terms and conditions sent out in these Terms of Reference, the Specifications, any applicable Addenda and any other related documents.

### **12.22 Negotiations**

In the event that a prepared Proposal does not precisely and entirely meet the requirements of this Request for Proposal, the Town reserves the right to enter into negotiations with the selected Proponent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

### **12.23 Performance Unsatisfactory**

The Agreement will be deemed to be in default if the Consultant fails to:

- Perform any specification, term or requirement included herein, in a good and proper manner;
- Provide any deliverable(s) in accordance with the requirements incorporated in the Contract; and
- Adhere to specified delivery requirements and/or dates.

### **12.24 Exclusion**

Except as expressly and specifically permitted herein, no Consultant shall have any claim for any compensation of any kind whatsoever, as a result of participating, and submitting a Proposal. Each Consultant shall be deemed to have agreed that it has no claim.

## **12.25 Intellectual Property**

All information and data in any form, including but not limited to drawings, documents and as-built or Record drawings, which are prepared by the Consultant pursuant to this work, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Consultant, its employees or agents during the performance of the services involved in this work shall become the property of the Town unless specifically noted otherwise in the written agreement for this work. The Consultant shall not be liable for subsequent changes to or alterations of such drawings and documents.

## **12.26 Limitations of Damages**

By submitting a Proposal, the Consultant agrees that in no event will the Consultant claim damages in excess of an amount equivalent to the reasonable costs incurred by the Consultant in preparing its Proposal for matters relating to any agreement or concerning the competitive process, and, the Consultant, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Consultant.

## **12.27 Termination**

Unless the Town agrees in writing to termination on a different basis, the following termination condition would apply to any Contract following an Award.

Upon giving the Consultant not less than thirty (30) days prior written notice, the Town may, at any time and without cause, cancel the Contract, in whole or in part. In the event of such cancellation, the Town shall not incur any liability to the Consultant apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Successful Consultant at the time of cancellation.

Failure of the Consultant to perform its obligations under the agreement shall entitle the Town to terminate the Contract upon ten (10) days written notice to the Consultant if a breach which is not remediable is not rectified at that time. In the event of such termination, the Town shall not incur any liability to the successful Consultant apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the successful Consultant at the time of termination.

## **12.28 Right to Audit**

The Town or anyone designated in writing by it may audit and inspect all financial and related records associated with the terms of the Contract including timesheets, accounts, records, receipts, vouchers, and other documents relating to the services and shall have the right to make copies thereof and take extract therefrom. The Consultant shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Town and its authorized representatives with all such information as it, or they, may from time to time require with reference to such timesheets, accounts, records, receipts, vouchers, and other documents. The Consultant shall cause all such timesheets, accounts, records, receipts, vouchers, and other

documents, as aforesaid, to be preserved and kept available for audits and inspection at any reasonable time, and from time to time, until the expiration of five (5) years from the later of:

- (a) The date of termination of the Consultant or cancellation of the Contract;
- (b) The date of completion of the services hereunder; or
- (c) The expiration of such lesser or greater period of time as shall be approved in writing by the Town.

### **12.29 Meetings**

The Consultant's representative(s), as requested by the Town and Region, shall attend all meetings required prior to and during the Contract. This shall include all regular meetings and emergency meetings.

**ATTACHMENT A: SELECTION CRITERIA**

Criteria	Weighted (%)	Points (0-10)	Weighted Points
<b>1. TECHNICAL AND MANAGEMENT PROPOSAL</b>			
<b>Qualifications and Experience in similar projects (30%)</b> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project Team</li> <li>• Combined knowledge and experience in Town of Grimsby and Region of Niagara</li> </ul>	10% 15% 5%		
<b>Project Understanding and Approach (35%)</b> <ul style="list-style-type: none"> <li>• Project understanding and deliverables</li> <li>• Work plan and methodology</li> <li>• Addressing key study elements/challenges</li> <li>• Stakeholder engagement</li> <li>• Value and innovation</li> </ul>			
<b>Project Delivery (10%)</b> <ul style="list-style-type: none"> <li>• Project Schedule</li> <li>• Project Team resource allocation and control</li> <li>• Quality control of services</li> </ul>			
<b>Subtotal – Technical &amp; Management Proposal</b>	75%		
<b>Benchmark of 50% to Proceed to Step 2</b>			
<b>2. ORAL PRESENTATION/INTERVIEW</b>			
<ul style="list-style-type: none"> <li>• Demonstrate Project Team's understanding of the assignment and scope of the project</li> <li>• Describe your detailed proposal and how project success will be achieved</li> <li>• Describe the key issues/sensitivities and how they will be addressed</li> <li>• Clearly demonstrate your expertise, critical thinking and communication skills</li> </ul>	5% 3% 5% 7%		
<b>Subtotal – Oral Presentation and Interview</b>	20%		
<b>3. FEE PROPOSAL</b>	5%		
<b>TOTAL</b>	100%		

<b>Scoring Category</b>	<b>Description</b>	<b>Numeric Score</b>
Fail	Requirement is not met or is not acceptable	0
Poor	Minimally addresses the component, but one or more major considerations of the component are not addressed	1 - 3
Fair	The response addresses some aspects of the component, but minor considerations may not be addressed.	4 - 6
Good	The response addresses the component and provides a reasonably good quality solution.	7
Very Good	There is a high degree of confidence in the proponent's response as a proposed solution to address the component.	8 - 9
Exceptional	The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.	10