



REQUEST FOR PROPOSAL

REFERENCE: RFP06-152
Consulting Services for the
DOWNTOWN MASTER PLAN STUDY

CLOSING: MONDAY, DECEMBER 4TH, 2006 BY 2:00 P.M.

PURCHASING DIVISION
BID DEPOSIT BOX
1 MARKET SQUARE
LOWER LEVEL, SUITE 120
BRANTFORD, ON N3T 6C8

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Sealed Proposals, one (1) original, seven (7) copies, clearly identified as Downtown Master Plan Study are to be delivered to the Bid Deposit Box, 1 Market Square, Lower Level, Suite 120, Brantford, Ontario, PRIOR to 2:00 p.m. (Local Time), Monday, December 4th, 2006. Proposals received by 2:00 p.m. will be publicly acknowledged in the Tender Room commencing immediately after closing.

Proposals received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened. Fax or electronic (email) submissions will not be accepted.

Three short-listed Consultants, through an Expression of Interest, have been requested to submit a work plan and price proposal in separate envelopes to carry out a visioning exercise for the City's downtown and to prepare a comprehensive master plan for the downtown area that will bring that vision into a reality.

A two-envelope request for proposal process will be utilized for this submission (envelopes to be provided by the consultant). Proposal submission in envelope #1 will be sealed and contain a detailed description of the work plan, qualifications and related information only, with no reference to costs. Proposal submission in envelope #2 will be sealed and include a detailed cost and staff work hours allocation summary for the project. All submissions should provide sufficient information to permit the city to reach an accurate assessment of the quality of the submission.

A value-based assessment based on qualification criteria of the submissions will be made by the Selection Committee; The Fee Proposal will then be opened and added to the overall rating. The Selection Committee will then recommend an appointment and the successful proponent will then be notified in writing.

For questions regarding technical aspects of this contract and the specifications contained herein may be directed to Mr. Matthew Reniers, Manager, Policy Planning & Heritage by email to mreniers@brantford.ca or to Stephen Naylor, Director, Current Planning Services by email to snaylor@brantford.ca or by facsimile (519)752-6977; up to 4:30 p.m. Monday November 20th, 2006. If required, an addendum will be sent to all three consultants. No oral explanation or interpretation by any person shall modify any of the Proposal documents or Contract Documents.

The City of Brantford reserves the right to reject any or all proposals. A fee will not be paid for the preparation or presentation of proposals. The City of Brantford reserves the right to cancel this proposal call at any time.

Karen Kellman, BA, CPP, CHRP
Purchasing Officer,
Finance Department, Brantford

Request for Proposals (RFP)

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DOWNTOWN MASTER PLAN STUDY CITY OF BRANTFORD

1.0 INTRODUCTION

The City of Brantford is seeking proposals from qualified consultants to carry out a visioning exercise for the City's downtown and to prepare a comprehensive master plan for the downtown area that will bring that vision into a reality.

1.1 Study Location

The primary study area for the Downtown Master Plan will be the current boundaries of the Downtown Business Improvement Association as depicted in **Map 1 of Appendix "B"**.

The recommendations of the master plan project will focus on this area.

It should be noted that the province's Places to Grow Growth Plan for the Greater Golden Horseshoe has designated downtown Brantford as an urban growth centre. The geographic extent of the downtown Brantford urban growth centre has not yet been determined. According to the City's Official Plan Review Program, presently underway, the urban growth centre will include the lands that are designated as Core Commercial in the City's Official Plan that lie to the south of Icomm Drive as well as the mixed residential commercial area between the downtown core and the CN rail station to the north. These areas are depicted in **Map 2 of Appendix "B"**. The study will examine the connections of the downtown core to these neighbouring areas and provide recommendation on how the physical form of development in these areas can best relate to the downtown core area.

1.2 Background

Council for the City of Brantford has recently approved a Community Strategic Plan. The strategic plan program, named "Shaping Our Future" was prepared with the assistance of considerable public input from a cross section of the community. One of the long-term desired outcomes outlined in "Shaping Our Future" is that:

Brantford's downtown will be vibrant and successful – the hub for its citizens, students, businesses, visitors and government.

One of the actions outlined in the document, Strategic Action 1.1 is to:

Develop a vision and a master plan for the downtown.

Downtown Brantford has been designated as an urban growth centre in the recently approved Places to Grow growth plan for the Greater Golden Horseshoe. Municipal planning decisions are to conform with this provincially created growth plan. The plan has set a density target for Downtown Brantford at 150 persons or jobs/hectare. Official Plan Amendment No. 125, which is now before City Council, has defined the geographic boundary of the downtown Brantford urban growth centre to extend from the BSAR in the south to the CNR main line to the north and from Clarence Street to the east to West and Brant Streets to the west.

According to Places to Grow, urban growth centres will be planned:

- a) *as focal points for investment in institutional and region-wide public services, as well as commercial, recreational, cultural and entertainment uses;*
- b) *to accommodate and support major transit infrastructure;*
- c) *to serve as high density major employment centres that will attract provincially, nationally and internationally significant employment uses;*
- d) *to accommodate a significant share of population and employment growth.*

Of particular concern is the south side of Colborne Street, particularly to the west of Market Street. Past downtown initiatives, including generous incentive programs, have had no impact on the revitalization of this side of Colborne Street which is largely occupied by vacant or near-empty buildings and the building stock has been allowed to deteriorate. Part of this block faces the Civic Square, presently under construction, which has been the focus of significant public and private investment. The development of a strategy for turning this block around so that it once again plays a key role in a revitalized downtown core will be an important component of the Downtown Master Plan project.

1.3 Study Budget

Council has approved funding to the amount of \$150,000 in its 2006 capital budget to carry out the master plan project for the downtown. Note that a portion of this budget must be allocated to municipal expenditures relating to this project. Municipal expenditures can include advertising for public meetings, hall rentals, printing expenses beyond the report printing required by the Terms of Reference,

travel, etc. A minimum of \$5,000 is to be allocated to municipal expenditures relating to the project.

1.4 Previous Studies and Activities

The Downtown Master Plan Project will build on previous work that has been carried out by the City and by others. A listing of relevant documents is provided in Section 7.0. Of particular relevance is the general Implementation Plan for Downtown that was prepared and approved by Council in 2002 following a series of community workshops and a charette. The General Implementation Plan has been instrumental in many of the recent developments in the downtown including private investments that have been facilitated by municipal incentives and the civic square project and the expansion of the post-secondary education campus. An important vehicle in stimulating private sector investment which came out of the General Implementation Plan has been the Downtown Business Performance Grant Program in which the City has committed approximately \$5 million in grants to stimulate over \$20 million in investment activity in the downtown core.

The review of the other documents listed will indicate that the downtown has long been a concern of City Council and the focus of many past attempts at renewing the area as the vibrant hub of the community.

Since 1999, the Downtown has become the location of rapidly growing post-secondary university institutions. Starting as the Brantford satellite campus for Wilfrid Laurier University with just 39 full-time students in 1999, this campus now has close to 2,000 full-time students. Nipissing University has also been a significant contributor to this growth through its offering of a concurrent education programme in conjunction with Laurier Brantford. Mohawk College is also involved through a number of joint programmes.

The post-secondary education institutions include both teaching and administrative facilities and residences that are mostly housed in existing buildings that have been converted renovated or restored for university use. A number of private sector residences have also been built to serve the growing student housing market. The post-secondary facilities do not constitute a defined campus as the buildings are scattered throughout the downtown with the largest concentration in the vicinity of George and Darling Streets. As a result the post-secondary education buildings are integrated into the heart of the downtown core.

The growth of the post-secondary education campus has added vitality to the downtown core. Guidelines are needed to direct the physical form of its further growth in the downtown core and to maximize the spin-off benefits.

1.5 Study Objectives

It is evident to civic leaders that further action in the downtown would benefit significantly from a master plan. Public resources available to the downtown are limited, therefore the municipality needs to act strategically so that it can maximize the return on its investments. Private investors also need to be clear as to where the municipality is headed with respect to the downtown, what investments will be made in public infrastructure that will support their projects and how to design their projects so that they will contribute to development of a vibrant downtown. These objectives can be met by the Downtown Master Plan.

The Downtown Master Plan project has a number of specific objectives aimed at creating a vibrant and successful downtown core, which includes the south side of Colborne Street as a vital element of the revitalized core. These are:

- a)- to facilitate the creation of a vision for the downtown that will guide municipal and private decision-making;
- b) to provide comprehensive urban design guidelines for the private sector, public institutions, post-secondary education institutions and the municipal government for the development or redevelopment of the public and private components of the downtown;
- c) to identify key additional above-ground infrastructure components and improvements to existing facilities, their costs and relative priority, that are required to achieve in the vision for the downtown;
- d) to identify the appropriate mix of uses for a vibrant downtown core in Brantford;
- e) to identify, building on the work completed for the Transportation Master Plan Update, and considering parking demand and supply strategies that are appropriate for downtown Brantford, parking requirements in the downtown core and recommendations as to how and where additional parking facilities, if required, should be provided and design guidelines for these facilities;
- f) to provide a policy framework to guide municipal and private investment in the downtown core;
- g) to prepare costs estimates, priority for improvement projects that are to be carried out by the Municipality and/or the BIA;
- h) to recommend changes to municipal policy and regulatory bylaws to facilitate the implementation of the Master Plan recommendations and the vision for downtown;
- i) to ensure that the core is accessible to all users, including persons with disabilities and tourists;
- j) to develop guidelines on the future growth of the university campus and to recommend steps that can be taken to maximize the potential of the growth of this campus as a catalyst for downtown revitalization;

- k) to take into account social issues and services in the development of the design guidelines and project recommendations;
- l) to prepare a land use planning justification analysis for the conversion of the Dalhousie and Colborne Streets one-way couplet to two-way streets and to identify the urban design implications of implementing this conversion [note that this analysis will serve as input into the Phase 3/4 of the environmental assessment for the conversion to take place in 2007]; and
- m) to provide guidelines and recommendations on how the density targets established in the Growth Plan for the Greater Golden Horseshoe can be accommodated in the Downtown Brantford growth centre in a manner that supports and reinforces a vibrant and successful downtown core.

2.0 PROJECT DIRECTION

The project is to be undertaken on behalf of the Council of the Corporation of the City of Brantford. The Planning Department of the City of Brantford will administer the project and provide technical direction to the study team. The Director of Current Development Services and the Manager of Policy Planning and Heritage will act as the co-directors for the downtown master plan project. The City's Downtown Business Development Officer, will be involved as the project coordinator throughout all aspects of the project.

The Downtown Action Committee (DAC) will serve as the Technical Review Committee for the study. DAC is a stakeholder committee formed to coordinate municipal activities that impact on the downtown core. DAC has representatives from the following municipal departments: Planning, Parks and Recreation, Sanderson Centre for the Performing Arts, Parking Management, Building Services, Economic Development, Environmental Services, Property Management, Engineering and Operations, Public Works, the Public Library, Fire, and Police. The Brantford Heritage Committee, the Brantford Cultural Network, the downtown post-secondary education institutions and the Downtown Business Improvement Association also have representation on DAC.

The consulting team will report, at key milestones in the course of the study, to Council's Committee of the Whole- Community Development. The purpose of these reports will be to keep Council informed on the progress of the study and to answer questions that Council may have. The proposals must clearly indicate at what point in the project that these milestones will be reached and presentations made to the Committee of the Whole.

3.0 PUBLIC PARTICIPATION AND COMMUNICATIONS STRATEGY

The consultant will be expected to design and carry out a public participation and communications program that meets the following objectives:

- .1 provides timely information to the public regarding the objectives, progress and outcomes of the study;
- .2 provides opportunities for balanced public input into the study;
- .3 provides opportunities for key stakeholders to provide input throughout the study;
- .4 makes use of a variety of media resources, including the Internet to provide information on study progress and outcomes to the community; and
5. provides reports to reviewed by DAC, the public and Council regarding the comments received at the completion of each phase of the public consultation program.

Groups to target in the public participation program include but are not limited to:

- downtown residents;
- post-secondary students;
- shoppers;
- downtown business owners/operators;
- library patrons;
- transit users;
- downtown employees;
- downtown institutions – churches, social service agencies, government offices;
- clients of social service agencies;
- post secondary education institutions;
- persons with disabilities;
- seniors;
- tourists
- other community agencies with an interest in the downtown including the Downtown Business Improvement Association, the Brantford Heritage Committee, the Brantford Cultural Network; the Economic Development Board, the Brantford Brant Chamber of Commerce, Community Advisory Committee on Disability Issues' the Transit Liaison Committee and the Six Nations community; and
- the Brantford community as a whole.

A detailed proposal for the public participation and communications strategy must be included in the proposal submission.

4.0 WORK PROGRAM

The consultant in preparing the downtown master plan will have regard to the study objectives outlined in Section 1.3 of the Terms of Reference. A public consultation and communications strategy, described more fully in Section 4 of the Terms of Reference, is to be integrated into the completion of the following components of the work program:

It is anticipated that the work program will be conducted through a number of phases that will lead to the formation of downtown urban design plan. The urban design plan, in addition to providing guidelines for public and private realms of the downtown, will identify recommended improvements to the above ground public infrastructure, the estimated cost of these improvements and their priority in sufficient detail to allow staff to prepare an implementation strategy and to adopt the recommendations in the City's Site Plan Control Manual.

During each phase of the process, the focus will be on addressing the study objectives by responding to a number of key questions relating to the function of the downtown and its physical appearance. These questions are:

1. *What do we as Brantfordians want our Downtown to be like in five (5) years time, in twenty-five (25) years? What role will and should the Downtown play in the lives of Brantford residents and residents in the communities served by Brantford?*
2. *What do we have Downtown? What is needed? What is in poor condition and needs to be replaced or improved? What is significant and important to the distinctive character of Downtown Brantford? How does what we have relate to the vision and what has to be done to achieve the vision?*
3. *What are the principles that will help achieve the vision? How can we achieve the vision? What is the Plan? What needs to be done and when? What is most important? What will it cost?*

It is anticipated that each phase will build on the work carried out in the proceeding phase so that ultimately a master plan is achieved that relates to a vision for the downtown that has wide acceptance and that clearly articulates how that vision is to be achieved.

At the conclusion of each phase, the consultant will document the work carried out and the results achieved. The documentation will be in the form of report that will be available to decision-makers and freely available to the public.

4.1 Phase 1: Prepare the Vision

What do we as Brantfordians want our Downtown to be like in five (5) years time, in twenty-five (25) years? What role will and should the Downtown play in the lives of Brantford residents and residents in the communities served by Brantford?

This is a visioning exercise that will require extensive public consultation with the wide range of community stakeholders. Included in this exercise will be an examination of the history of the downtown, what role it has played in the past, the role that it currently plays within the community and the identification of opportunities.

The visioning exercise should examine other questions as well. What role will the downtown play in the commercial, retail, cultural, education, government, residential, entertainment, active and passive recreational life of the community.- what do we want for our downtown? How will people, consumers, residents, workers, students, tourists access the downtown, park their vehicles and move around within the downtown? Will people feel safe walking the streets at any time of the day? Will the downtown be active at night as it is in the daytime? What will downtown look like? Will the physical appearance of the downtown reflect the cultural heritage of the community? Will it be distinctive in any way? Will it give the sense that Brantford is a forward-looking community that cares about the needs of its citizenry? Will downtown be an attractive, pleasurable and stimulating place to visit.

It is expected that there will be many points of view expressed. The process of creating a vision for the downtown must allow for all points of view to be expressed and to achieve a consensus that will guide further work on the master plan.

DELIVERABLE

The completion of Phase 1 will be marked by the preparation of a Vision for Downtown report that can be disseminated widely to the community in print form and be available on the City's website.

4.2 Phase 2: Assessment and Analysis of Existing Conditions

What do we have Downtown? What is needed? What is in poor condition and needs to be replaced or improved? What is significant and important to the distinctive character of Downtown Brantford? How does the existing condition of the downtown relate to the vision and what has to be done to achieve the vision?

Phase 2 involves carrying out an evaluation of the physical elements currently existing within the downtown core. This phase can be carried out concurrent to Phase 1 but cannot be completed until after the visioning exercise of Phase 1 has been completed.

The City of Brantford, through its various departments, has an extensive inventory of the existing physical resources within the downtown core. Planning Staff will work with the other municipal departments to ensure that the available information is made accessible for the study team's use. The information that is available is listed in Section 7.0 of the Terms of Reference. The consultant may identify gaps in this information base and will be required to provide supplemental information if it is not available from municipal sources.

Phase 2 involves the assessment and evaluation of the existing conditions in the downtown in relation to the vision for downtown obtained in Phase 1. This analysis will involve the assessment of how the inventory resources that have been identified help or detract from the attainment of the vision for downtown. The analysis should take into account the daytime and night time activities in the downtown. A number of subsidiary questions should be addressed. These are:

Conduct a SWOT analysis for the downtown

What are the key strengths that should be maintained and built upon?

What does not work well and needs to be fixed or improved?

What is missing or what are the gaps between what exists today and the vision?

What are potential opportunities that can be taken advantage of?

What is the market opportunity for the mix of uses desired for the downtown?

What are the threats to the re-establishment of a vibrant and healthy downtown core?

This evaluation of current conditions should include, but not be limited to, the following items:

.1 Physical inventory

The inventory analysis is to concentrate in the Downtown Core area as depicted in Map I of *Appendix "B"*.

- a) **land use**
A review of existing land use inventory at the ground floor and upper story levels. The review should also consider time of day; that is, what are the daytime, evening and night time uses;
- b) **circulation infrastructure**
In addition to roads this assessment should include sidewalks, walkways, cycling facilities, transit facilities, transit routes, traffic flow directions, turning movements, traffic signals, etc. Alleys, laneways and unopened road allowances are also to be included in the review. An assessment of transportation linkages to other parts of the City (roads, transit, cycling, walking) will be conducted as well. Accessibility of the circulation system for persons with mobility challenges will be included in the assessment. It should be noted that a key element of the City's Transportation Master Plan Update is to encourage more transit usage and to promote more trips by walking and cycling.
- c) **parking facilities, bylaws and practices**
review of parking areas (public and private), parking regulations, parking fees and other factors that impact upon parking demand
- d) **major services**
Are infrastructure services adequate, in terms of quality and capacity, to meet the population and employment target for the downtown core? Does the capital work program provide opportunities to upgrade and revitalize streetscapes within the downtown core.
- d) **street furniture**
assess the condition, placement and components of street furniture in the core area.
- e) **open space**
Assess the Inventory of open space facilities within the downtown including the amenities/facilities within the open space areas and how these facilities are used. Trails and the proposed skateboard park should be included within this assessment.
- f) **landscape**
assessment of existing landscape features, Including trees, planters and planting beds, surface treatments, fencing, gateways, edge treatment of parking areas;
- g) **heritage resources**
review the heritage inventory that is available from the Brantford Heritage Inventory Project including the age of buildings, architectural styles, designated heritage structures, identification of landmark buildings, identification of distinctive groupings of buildings. The building inventory should also include a general assessment of the physical condition of buildings that can be gained from a visual inspection from the street; This assessment should lead to the identification of significant streetscapes that are important to the distinctive character of the downtown and which

- should be maintained and the identification of the significant elements of the built form,
- h) **signage**
Review design and location of public signage, street signage and wayfinding resources within the downtown;
 - i) **lighting**
review the Downtown Street Lighting Study regarding the inventory and recommendations regarding street lighting alternatives, including illumination levels, lighting pole standards, lighting of walkways, parking areas, etc.;
 - j) **cultural facilities**
- assessment of cultural/entertainment facilities in the downtown;
 - k) **public art**
assessment of public art including historical markers, monuments;
 - l) **people**
profile of who lives, works, shops, plays, studies and use the services offered in the downtown. The profile should also include those neighbourhoods and employment areas that are within a reasonable (10-15 minute) walk from the core of the downtown.

.2 Review and evaluation of existing regulations and policies

- a) Official Plan policies;
- b) Zoning regulations;
- c) Sign Bylaw;
- d) Transportation Master Plan;
- e) Traffic Control bylaws;
- f) Parking Bylaws;
- g) Property Standards Bylaw;
- h) Site Plan Control guidelines;
- i) municipal policies and regulations pertaining to the use of sidewalks and other public spaces;
- j) other relevant legislation, bylaws, regulations and standards that are relevant to the downtown, such as the *Accessibility for Ontarians with Disabilities Act, 2005*.

.3 Review and Evaluation of the Service Role of the Downtown

- a) government services;
- b) social services;
- c) legal and court services;
- d) financial services;
- e) entertainment services;
- f) shopping services;
- g) education;
- h) cultural and tourism
- i) recreation; and

- j) transit/transportation.

Note that the Social Services Commission is conducting a review of social service issues within the community and that part of this work will focus on the downtown. The consultant will be required to have regard for this review in the preparation of the master plan.

.4 Other

Although this list is rather exhaustive, there may be, as a result of the visioning exercise, other information that needs to be collected.

.5 Map 2 Areas

The areas of the Downtown Brantford urban growth centre lying to the north and south of the downtown core, as illustrated in **Map 2 of Appendix "B"** are to be examined with respect to their development or redevelopment potential and how that potential may be realized in a manner that is supportive of creating a vibrant and successful core area. .

DELIVERABLE

The completion of Phase 2 will be marked with the preparation and circulation of an existing conditions, opportunities and constraints report that documents the results of the assessments and analysis that has been carried out.

4.3 Phase 3: Draft the Master Plan

.1) What are the principles that will help achieve the vision? How can the vision be achieved? What is the Plan?

The achievement of the vision for 2031 will require a multitude of decisions, to be made one at a time, and by many bodies. Many of these decisions may seem to be insignificant individually but collectively can have a profound impact over time. How will decision-makers know if these decisions will lead the Downtown towards the vision or somewhere else? Principles need to be established to translate the vision into rules or guidelines that will assist in the evaluation of decisions that effect the downtown.

Based on the extensive work that is to be carried out in the previous phases, Phase 3 involves the preparation of the master plan for the downtown. The master plan should provide recommendations and guidelines for the inventory items that are the subject of Phase 2 and be consistent with the principles that are established. The recommendations and guidelines should be specific to the public and private realms that comprise the downtown. The recommendations and guidelines should be accompanied by sketches or photos that clearly illustrate the desired outcome.

Specifically, the master plan should include the following:

- a) urban design guidelines for the public realm;
- b) urban design guidelines for the private realm;
- c) recommendations on any required amendments to the Official Plan, Zoning Bylaw and Site Plan Control Guidelines;
- d) recommendations on the applicability of using the heritage district provisions of the *Ontario Heritage Act* to achieve the vision for downtown; and
- d) recommendations on a parking demand management strategy and where and in what form additional parking identified as required for the downtown should be provided as well as design guidelines for these facilities.
- e) Recommendations on implementing the conversion of the one-way traffic couplet to two-way streets and the physical changes in the downtown core that should be implemented if the conversion is recommended.

.2 *What needs to be done and when? What is most important? What will it cost?*

The key action items to be carried out by the municipality and/or the downtown Business Improvement Association, when they should be carried out, their priority and the estimated costs associated with these action items are to be clearly documented. The recommendations on timing and priorities should be general; that is, should the action be carried out immediately, in the short medium or long terms. The study team will need to identify the interdependencies between the master plan recommendations and the sequencing of activities.

Public participation, as identified in Section 4.0 is to be integral component of each study phase. It is essential that there be extensive public consultation in this phase of the study to ensure community acceptance of the proposed downtown master plan.

DELIVERABLES

1. The draft Downtown Master Plan to be presented for public consultation and review and circulation to municipal departments, advisory committees, and public and private agencies for comment.
2. The final Downtown Master Plan prepared after the consideration of the comments received from the circulation of the draft document.

5.0 COMPLETION DATE

The consultant shall be prepared to complete the Study, including presentation of the final Study recommendations to City Council within one year from the date of

commencement. The date of commencement shall be the date on which the agreement between the successful study consultant team and the City is executed by the Mayor and City Clerk. The City expects that the consultant will commence work on the project as soon as the City executes the contract agreement.

6.0 EXISTING INFORMATION

The following information from the City of Brantford will be made available to the Consultant:

1. General Documents:

- .1 The Official Plan for the City of Brantford, as amended;
- .2 The Comprehensive Zoning Bylaw 160-90, as amended,
- .3 Site Plan Control Manual
- .4 Existing generalized land use within the study area and adjacent areas;
- .5 Brantford's Community Strategic Plan, 2006;
- .6 Parks and Recreation Master Plan;
- .7 Bikeway and Trails Master Plan Study
- .8 2001 Census Profiles for the City of Brantford;
- .9 Brant/Brantford Affordable Housing Strategy;
- .10 2004 Development Charges Study;
- .11 1:2000 level detail digital topographical mapping and ortho photography (2006 of the area [
- .12 2005/06 Official Plan Review background studies [www.brantford.ca/tmp-op];
- .13 Growth Management Strategy, 2006;
- .14 Transportation Master Plan Update, background reports, 2006 [www.brantford.ca/tmp-op];
- .15 Municipal Cultural Plan;
- .16 City and Transit Accessibility Plan and Universal Accessibility Guideline;
- .17 Five Year capital works program; and
- .18 Other such information which is in the possession of, and/or reasonably available to, the municipality and reasonably required by the consultant.

.2 Downtown Documents

- .1 General Implementation Plan for Downtown;
- .2 Community Development Report 2002-117: The adoption of a community improvement plan for downtown;
- .3 Downtown Community Improvement Plan;
- .4 Downtown: A Time for Action, Mayor's Task Force on Downtown Revitalization, 1995;
- .5 South Side of Colborne Street Task Force: Final Report, 1995;
- .6 Brantford Downtown Revitalization Study, 1993;

- .7 The “Red Book”: A Report on Downtown Brantford, 1977;
- .8 Downtown Lighting Study, to be completed in 2006;
- .9 Downtown Farmer’s Market Study;
- .10 City mapping of properties, infrastructure, utilities, building outlines, etc.;
[Note that the infrastructure mapping to be provided will include information on condition, size of pipe; etc]
- .11 Post-secondary education facilities map;
- .12 Existing land use map for the downtown (2006); and
- .13 Vending Opportunities in the Downtown/BIA area

.3 Heritage

- .1 Heritage Inventory for the City of Brantford; 1992
- .2 Victoria Park Square Heritage Conservation District Study; 1991
- .3 Master Plan of Archaeological Resources for the City of Brantford: Planning Report;
- .4 Brant Avenue Heritage Conservation District Study, 1988; and
- .5 Brantford Heritage Inventory Project, [www.brantford.ca/heritage].

Note that the infrastructure mapping to be provided will include information on condition, size of pipe; etc.

[Note that this information can be viewed, by appointment, in the Planning Department offices in Brantford City Hall during normal office hours. To arrange an appointment please call either of the Project Co-directors.]

7.0 ONTARIO MUNICIPAL BOARD HEARING

The consultant will be expected to appear exclusively as an expert witness before the Ontario Municipal Board and/or other tribunal in defence of official plan and zoning bylaw amendments resulting from this study. Study proposals must guarantee availability and include per diem rates for participation in hearings that may be required in conjunction with the approval of such amendments. However, an allowance for fees associated with any potential hearings is not to be included within the cost estimate for the proposal submission.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

Each proposal shall include the following information:

- .1 A detailed work program and time schedule, including the anticipated completion date and a description of the major activities to be undertaken during the course of the project, to meet the study objectives as identified by the Terms of Reference;
- .2 A proposed schedule of meetings with the Downtown Action Committee and with Staff as well as presentations to Council's Committee of the Whole-Community Development;
- .3 A detailed schedule and outline of the proposed public participation and communications component of the study;
- .4 Identification of deliverables at the completion of each phase of the study;
- .5 A schedule of fees, based on phases and completion of tasks, broken down by components (phases, activities or items), in relation to the work/time schedule;
- .6 An upset fee for the total project, including all expected disbursements and all applicable taxes. A proposed schedule of payments, based on the completion of study components, must also be included. **Note that it is a requirement of the Community Development Commission to make payment only upon successful completion of specific study tasks and not on a monthly invoice basis;**
- .7 An outline of the data and other information that the consultant expects the municipality to provide in addition to that outlined in Section 6.0;
- .8 Curriculum vitae of the principals and staff who will be directly responsible for completing the project, including their level of responsibility and the estimated amount of time that each individual will spend on the project. The outline should include the qualifications and relevant experience, along with per diem rates for each member of the study team. Per Diem rates for OMB hearings must be provided;
- .9 Identification of all sub-consultants to be used in completing the work program. The proportion of the study budget allocated to the sub-consultant must be provided. For each sub-consultant, the proposal must indicate the staff to be assigned to the project, their qualifications and

relevant experience and estimate of time to be spent on the project, their per diem rates for the study and OMB hearings;

- .10 A list of clients, including contact persons, for whom the study team has, within the last five years, prepared or is currently in the process of preparing downtown master plan studies;
- .11 A budget allocation for the production of 40 copies of the final document, suitable for submission to Council for approval, plus one unbound reproducible original and a digital copy of all reports prepared during the course of the study in a .PDF format acceptable to the City;
- .12 A list of clients in either the public or private sector who have interests in the City of Brantford, and with whom your firm has a current contractual arrangement. **Note: consultants or sub-consultants with current contractual arrangements with owners of property within the Study Area other than with the City of Brantford are not eligible for this study contract;**
- .13 An undertaking to refrain from accepting, during the term of this contract, any contracts with clients in either the public or private sector with interests in the City of Brantford that would be affected by your contract with the City during the course of the study and any subsequent OMB hearing;
- .14 An acknowledgment that all submissions, once received by the City, shall become the property of the City of Brantford and will not be returned; and
- .15 An acknowledgement that all data collected, working papers, analysis and the study outcomes will become the intellectual property of the City of Brantford.

9.0 PROPOSAL SUBMISSION CONDITIONS

Proposals submitted shall be subject to the following conditions:

- .1 The Corporation of the City of Brantford may reject the lowest cost proposal or any and all proposals;
- .2 The Corporation of the City of Brantford shall not be liable for any costs of preparation or presentation of proposals; and
- .3 Proposals submitted shall be Final and may not be altered by subsequent offerings, discussions or commitments unless the proponent is requested

to do so by the Corporation of the City of Brantford.

10.0 CONTRACTUAL BASIS

The consultant will be required to enter into a contract with the Corporation of the City of Brantford, to the satisfaction of the City Solicitor, containing the consultants proposal including any mutually agreed upon modifications together with conditions.

The standard form of the consultant agreement is attached as **Appendix "A"**.

This proposal call is an Invitation to Treat only and neither this proposal call nor the submission of any proposal in response to this proposal call shall cause the formation of any contractual relationship between the City and any person. Without limiting the generality of the foregoing, the City shall not be obligated to either accept or reject any particular proposal, which shall be submitted. The City may also terminate this proposal call at any stage, either before or after proposals have been received, in its absolute discretion should it so choose. In addition, the City shall be entitled to enter into further negotiations with any proponent, and the final outcome of these negotiations may result in a transaction, which will differ, substantially from any proposal initially advanced. The City shall have the right to withdraw from these negotiations at any time in its absolute discretion should it so choose. The City shall not be obliged to account for any choice which it has made or for the exercise of any discretion, whether it be alleged that the City's discretion or choice was exercised in a manner that was arbitrary, unfair, or unreasonable.

A contractual relationship between the City and any proponent shall only be established if and when a written agreement between the City and the successful proponent has been entered into. It is anticipated that the form of the agreement shall be as attached, however the City may determine that additional terms, conditions, or other requirements need to be incorporated into the agreement and the City may require that any agreement with a successful proponent must contain such additional terms, conditions, and other requirements.

11.0 CONSULTANT INTERVIEW AND SELECTION CRITERIA

Interviews.

Three short-listed Consultants already selected through an Expression of Interest will be required to present their proposal and be interviewed by the Evaluation Committee. Consultant teams will be requested to do a maximum thirty-minute oral presentation to be followed by questions and answers. The interview will be

a maximum of one (1) hour in duration. The presentation will then be graded and added to the overall score for the consultant team. The interviews will be scheduled for Monday, December 11th, 2006. Proponents will be contacted to make specific arrangements.

The final selection will be based on the following primary criteria:

1. Ability to meet the requirements described in the Scope of Services and the completeness and accuracy of the respondent proposal with respect to the Scope of Services.
Rating 0-25. Weight factor 25%.
2. Technical competence, as evidenced by: professional qualifications and specialized experience, which is necessary for the satisfactory performance of the Services, including availability of adequate personnel; the professional qualifications and specialized experience of committed personnel, approach to the work plan; and the Respondent's past performance on similar types of projects (the City may solicit from previous clients relevant information concerning Respondent's record of past performance).
Rating 0 - 25. Weight factor 25%.
3. Effectiveness of proposed public consultation method.
Rating 0-25. Weight factor 20%.
4. Approach to design and methodology of project delivery-anticipated challenges/opportunities that are identified.
Rating 0 - 10. Weight factor 5%.
5. Oral Presentation to the Evaluation Committee
Rating 0 - 25. Weight factor 10%.

The above weighted factors will be scored out of a total of 85%. The remaining 15% is reserved for the weighted price evaluation mark taking into consideration budget restriction. So as not to bias the evaluation of the work plans, the cost envelope will not be opened until after the work plans have been evaluated and marks assigned to each proposal. The weighted price mark will be added to the weighted work plan mark to give a total overall weighted mark. The Consultant with the highest overall-weighted mark will be recommended for the assignment.

City of Brantford Project Team

The Evaluation Committee will consist of the Project Co-Directors, the Commissioner of Community Development Services, the Director of Policy Planning, Heritage & Special Projects, the Director of Transportation Services, the Downtown Business Development Officer, and the City's Purchasing Manager. The evaluation committee will have 30 days to review all submissions. The Evaluation Committee reserves the right to consult with the community during the evaluation process. The Evaluation Committee's recommendation will be presented to the Committee of the Whole –Community Development and then to City Council for approval. The Evaluation Committee's objective will be to have its recommendation considered by the Committee of the Whole on January 8th, 2007 and Council Consideration on January 22nd 2007.

12.0 COMMUNICATION

Project Co-Directors

The Co-Directors for the Downtown Master Plan Project are Matthew Reniers, Manager, Policy Planner & Heritage and Stephen Naylor, Director of Current Planning Services. Proponents should address any discrepancies, errors and/or omissions in the Proposal Document, or if they be in doubt as to any part thereof, to the following parties: No oral explanation or interpretation by any person other than identified shall modify any of the Proposal documents or Contract Documents.

Specification, Terms and Conditions

Matthew Reniers, MCIP, RPP, CAPHC
Manager, Policy Planning & Heritage
Ph: 519-759-4150 Ext. 2333
mreniers@brantford.ca

or

Stephen Naylor,
Director of Current Planning Services
Ph: 519-759-4150, Ext. 2341
snaylor@brantford.ca.

Proposal Document and Procedures

Karen Kellman, B.A, C.P.P., CHRP
Purchasing Officer
519-759-4222, Ext. 4235
kkellman@brantford.ca

APPENDIX "A"

FORM OF AGREEMENT

This Agreement made this day of

B E T W E E N:

(hereinafter called the "Corporation")

OF THE FIRST PART,

-and-

(hereinafter called the "Consultant")

OF THE SECOND PART,

WHEREAS the Corporation requested proposals from interested proponents for a Downtown Master Plan Study for the Brantford Downtown Core Study Area

AND WHEREAS the Consultant submitted a proposal dated xxxxxx which the Corporation wishes to accept,

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND THE PROVISION OF OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED) THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. Services of the Consultant

The Consultant agrees to perform the following services for the Corporation:

(reference proposal call and consultant's submission)

2 . Level of Services

Unless otherwise expressly specified in this agreement, the Consultant agrees to supply at its sole cost and expense all staff, equipment, accommodations, and technical assistance necessary to perform the services to be furnished under this agreement and

assume all overhead expenses in connection therewith, to the reasonable satisfaction of the Corporation.

3. Commencement and Prosecution of Work

The Consultant shall immediately commence work on this contract when directed by the Corporation. The Consultant shall proceed with due dispatch to ensure that its obligations are completed as quickly as reasonably possible, but in any event not later than XXXXXXXX following the commencement of work. The Corporation shall give due consideration to all plans, drawings, specifications, reports, tenders, proposals, and other information provided by the consultant and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

The Corporation shall be entitled to terminate this contract at any time without cause, and in the event of such termination the remuneration payable to the Consultant shall be determined by calculating the proportion of the work completed and applying that proportion to the fees payable hereunder for the work.

4. Contract Price

(a) The Corporation shall pay to the Consultant in full payment and compensation for its services under this agreement, the sum of XXXXXX.

(b) Despite (a) above, the parties may agree on the performance of extra work by the Consultant. Any such extras must have been approved in writing by the Corporation and, failing such approval, no payment shall be made in respect of same.

5. Payment

Payments shall be made to the Consultant by the Corporation, subject to the Construction Lien Act, to the limits established in section 4 of this agreement, in accordance with invoices from the Consultant detailing work time and expenses incurred and based on completion of tasks outlined in the proposal. Terms of payment of any such invoice shall be net 30 days.

6. Remedies for Non-Performance By Consultant

In the event that the Consultant fails to perform any obligation hereunder, the Corporation shall be entitled to exercise any one or more of the following remedies:

(a) The Corporation may with-hold any payment due hereunder until the Consultant has remedied its failure;

(b) The Corporation shall be entitled, in the event that the Consultant does not remedy its default within 72 hours of a request that it do so from the Corporation, be entitled to engage other contractors to complete the work of the Consultant and to deduct the cost of obtaining such other contractors from any amounts owing to the Consultant hereunder;

(c) The Corporation may terminate this agreement in the event that the Consultant does not remedy its default within 72 hours of a request that it do so from the Corporation; and,

(d) The Corporation may exercise any other right available to it in law or equity.

Unless the Corporation expressly agrees to the contrary, any failure of the Corporation to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of the Corporation to subsequently obtain such remedies, and the Consultant expressly waives any defences of laches or promissory estoppel.

7. Indemnification

The Consultant will indemnify and save harmless the Corporation, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Corporation and against all losses, liability, judgments, claims, costs, demands or expenses which the Corporation may sustain, suffer, or be put to resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Consultant.

Without limiting the generality of the foregoing, the Consultant hereby agrees to well and truly save, keep harmless and fully indemnify the Corporation, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Corporation, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the Consultant in the performance of this Agreement.

For the purposes of this section, "costs" shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

8. Insurance

The Consultant also agrees that it shall, at its own expense during the performance of the Services described hereunder, cause to be maintained comprehensive general liability, automobile and professional liability policies of insurance in all respects, and with deductible levels supported by financial guarantees, satisfactory to the Corporation, and containing not less than a \$1,000,000.00 level of coverage.

9. Confidential Information

Upon termination or expiry of this Agreement, the consultant shall return to the Corporation all written or descriptive matter, including but not limited to drawings, blueprints, descriptions, or other papers, documents or any other material which contains any confidential information. Except as expressly provided in this paragraph, no confidential information shall be disclosed without the approval in writing of the Corporation, and:

- (a) the Consultant shall hold all confidential information obtained in trust and confidence for the Corporation and shall not disclose any such confidential information, by publication or other means, to any person, company or other government agency nor use same for any other project other than for the benefit of the Corporation as may be authorized by the Corporation in writing;
- (b) any request for such approval by the Corporation shall specifically state the benefit to the Corporation of disclosure of confidential information;
- (c) any use of the confidential information shall be limited to the express purposes as set out in the approval of the Corporation; and,
- (d) the Consultant shall not, at any time during or after the term of this agreement, use any confidential information for the benefit of anyone other than the Corporation.

10. Right of Ownership and Use

Upon completion or other termination of this agreement, all information, negatives from original photography, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paperwriting gathered, assembled, or prepared by the Consultant, its employees, servants, subconsultants or agents (hereinafter collectively referred to as "the material") shall become the sole property of the Corporation including copyright with respect to all such

material. The Consultant shall execute any documents required to give effect to the foregoing.

The consultant waives in whole and in part any and all moral rights arising under the Copyright Act in the material as against the Corporation and anyone claiming rights of any such nature from or through the Corporation. Further, the Consultant represents and warrants that its employees, servants, subconsultants and agents have waived or shall waive in whole and in part any and all moral rights arising under the Copyright Act in the material as against all parties, including the Consultant and the Corporation, and anyone claiming rights of any such nature from or through the Corporation.

The Corporation hereby grants the Consultant a non-exclusive perpetual, irrevocable, paid-up, royalty-free licence geographically limited to Canada, for the following uses only:

- (a) To write, publish, distribute and sell books and articles dealing with technical, design, or constructional aspects of the project undertaken hereunder; and,
- (b) To promote itself as the creator of the material and its involvement in the project undertaken hereunder.

11. Notification

Any notice required or permitted to be given under this agreement shall be given as follows:

The Corporation of the Corporation of Brantford,
100 Wellington Square,
Brantford, Ontario
N3T 2M3
Attention:

Name of Consultant
Address of Consultant
Attention:

Either party may change its address by notice given in accordance with this section. Notices may be delivered personally, in which case they shall be effective immediately, or through regular mail, in which case they shall be effective on the fifth day following mailing.

12. Interpretation

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

13. Complete Agreement

This agreement, and the schedules attached thereto, constitutes the complete and exclusive statement of the agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this agreement.

14. Relationship of the Parties

Nothing in this agreement shall be constructed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee. The Consultant also acknowledges that it has no authority to bind the Corporation to any obligation of any nature or any kind, in law or in equity.

15. Successors and Assigns

This agreement shall enure to the benefit of and be binding on the parties hereto, and their respective heirs, successors, and assigns. Provided, however, that the Consultant shall not assign this agreement nor any interest therein without the prior written consent of the Corporation, and for the purposes of this agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Consultant, whether through the sale of shares, direct acquisition of assets or otherwise.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper signing offices in that behalf duly authorised.

The Corporation of the City of Brantford,
Per:

Mayor

Clerk

(Name of Consultant)
Per:

Appendix "B"

Study Area Boundaries



Map 1: Primary Study Area



LEGEND:

----- STUDY AREA



SECONDARY STUDY AREA