

Staff Report



To Council
Department Economic Growth and Community Development Services
Meeting Date Regular Council - 14 Dec 2020
Subject Consultant - Secondary Plan - Amherstview West - Procurement Results
Report Number SR- 1583

Recommendation

That the report from the Development Services Division, December 14, 2020 re: Consultant - Secondary Plan - Amherstview West - Procurement Results, be received; and that

1. Council approve the award of NRFP 2020-11 to the recommended top-ranked compliant proponent WSP Canada Inc., at a cost of \$307,355.84 plus HST, and that;
2. by-law 2020-083 being a by-law to enter into an agreement with WSP Canada Inc, be enacted and passed, and that:
3. 2021 Pre-Budget approval be given for this work in the amount of \$313,000, including non-refundable HST, to be funded from the Development Charges Reserve Fund.

Executive Summary:

Purpose of Report

The purpose of this report is to obtain approval from Council to enter into an agreement with the successful applicant of a Negotiated Request for Proposal (NRFP) for the development of the Amherstview West Secondary Plan.

Report Highlights

- A Negotiated Request for Proposal was posted on the Township's Procurement Portal on September 23, 2020 and closed on October 23, 2020

- The Secondary Plan will provide a policy and implementation framework to guide the future growth and development of this area for the next 25 years.
- The Secondary Plan will be accompanied by a series of technical studies that support the Plan, in accordance with the policies in the Township's Official Plan (current and proposed policies), that also conform to the County Official Plan and are consistent with the Provincial Policy Statement (PPS)
- After evaluations, staff are recommending that WSP Canada Inc be awarded this project at a cost of 307,355.84 plus HST.

Financial Implications

A budget for the consulting work to develop the Amherstview West Secondary plan was approved in the amount of \$281,000 as part of the 2020 annual operating budget process. Due to the timing of completion of the Request For Proposal process, the work will now not begin until 2021. In order to ensure this works proceed without further delays and coincide with the Infrastructure Master Plan currently in progress, this report requests that this consulting cost be pre-approved to be included in the 2021 operating budget, including our non-refundable portion of HST, in the amount of \$313,000 and to be funded from Development Charges Reserve Fund.

Report Details:

Background and Analysis

Secondary Plans can be considered a second layer of the Township-wide Official Plan. They include a land use plan with implementing policies that are adopted into the Official Plan to ensure that their intent is legally binding.

The Secondary Plan must also conform to all servicing and design guidelines and manuals and maintain line-of-sight to other Loyalist Township plans including but not limited to the Strategic Plan, the Asset Management Plan, the Recreation Master Plan, the Climate Action Plan (once approved), and the Infrastructure Master Plan (currently under development). The process will also be required to satisfy Municipal Class Environmental Assessment requirements and will need to be documented accordingly.

With existing residential and commercial development in Amherstview approaching build-out to County Road 6, the Township is now in a position to begin considering the development of lands immediately to the west.

The map below shows the area subject to the Amherstview Secondary Plan.



Development of the Amherstview Secondary Plan will begin in January 2021 and continue for the duration of the year. During this time the Project will carry out a series of background technical studies (eg: geotechnical and hydrogeological analysis, transportation and traffic planning, natural hazard identification and analysis, water and sanitary servicing requirements, stormwater management, etc.) as well as conduct a public engagement and consultation with the local development industry. The final report containing the sum of the consultant's findings and a proposed final Secondary Plan will be presented to Council late in 2021 / early 2022.

Procurement Process and Results

NRFP 2020-11 was posted on the Township's Procurement Portal on September 23, 2020, and closed on October 23, 2020. One addendum was issued during the process and two (2) proposal submissions were received through the portal.

The Township issued one rectification notice identifying deficiencies, pertaining to Section C of the RFP Particulars (Appendix B), in one submission and provided the proponent an opportunity to rectify the deficiencies. The other submission did not require a rectification period.

The minimum required score for the technical portion of the evaluation was seventy (70) points out of a possible one hundred (100) points.

The evaluation of the submissions contained the following criteria.

Rated Criteria Category	Weighting (Points)	Minimum Threshold (Points)
Company Qualifications and		

Rated Criteria Category	Weighting (Points)	Minimum Threshold (Points)
Experience		
Company Qualifications	10	6
Similar Work Experience	20	12
References	n/a	n/a
Staffing Qualifications - Project Team	10	6
Project Understanding/Approach and Methodology	25	15
Work Plan - Schedule	35	21
Technical Proposal Score	100	60
Pricing (See Appendix B for details)	40	N/A
Total Points	140	N/A

Each evaluation criteria was rated on a scale of 0-5 by evaluators, based on the response of the respondent. The rating scale was as follows:

Rating	Response	Definition
5	Superior Response	A highly comprehensive, excellent response. In addition, the response may cover areas beyond the Submission Requirements that would prove both valuable and beneficial to the Purchaser.
4	Good Response	A good response that demonstrates a clear, concise and thorough knowledge of the Requirements with no deficiencies noted.
3	Satisfactory Response	A fair response that demonstrates the ability to address the requirements, and basic knowledge of the subject matter.
2	Limited Response	A limited response does not address all the requirements and knowledge of the subject matter; does not meet the basic requirements.
1	Inadequate Response	An inadequate response containing little detail, structure or insufficient knowledge of the subject matter.
0	Zero Response	A response where the Proponent has not demonstrated knowledge of the subject matter or where no information has been provided.

Pricing was worth 40 points of the total score and was based on a relative pricing formula using the rates set out in the pricing form. Each proponent received a percentage of the total possible points allocated to price, which was calculated in accordance with the following formula: lowest price divided by the proponent's price multiplied by the weighting resulting in the proponent's pricing points.

Analysis

WSP Canada Inc., the preferred compliant proponent, scored final points of 127.67 out of the overall available 140 points and is the lowest cost at \$307,355.84 (does not include HST). In the opinion of staff, the preferred proponent's submission does not require any negotiations.

Operational Considerations

No alternatives are presented.

Communication Plan

Notice of work commencing on the Amherstview Secondary Plan has recently gone out on social media. A special webpage on the Township website has also been created and will be launched once Council approves the WSP tender proposal. The webpage will be populated with various technical studies as they become available, and act as the main channel through which the public can obtain information on the Secondary Plan project.

Relevant Policy/Legislation

This procurement was conducted in accordance with Procurement By-law 2019-111 and the Canadian Free Trade Agreement.

- Future Demand

Links to Strategic Plan

Council adopted the Loyalist Township Strategic Plan (2019-2023) at its regular meeting held November 25, 2019. The initiative contained within this report supports the Strategic Priorities as set out in the Strategic Plan as it pertains to the following Strategic Objectives:

- Practical and responsible fiscal framework for development and review of operating plans
- Engage public through broad range of communication and marketing on multiple platforms and creating greater opportunities for public communications and engagement fostering a positive public/municipal relationship
- Infrastructure

- Be a municipal leader in climate action and environmental stewardship
- Improve public transportation system

Consultation

Business Services were consulted and involved in the preparation of this report.

File or Reference

[By-law 2020-083- Agreement with WSP Canada Inc - Consultant - Secondary Plan - Amherstview West Form of Agreement](#)

Prepared by:

Bohdan Wynnyckyj, Manager of Development Services

Approved by

Marie-Josée Merritt, Director of Economic Growth and Community Development Services

Steven Silver, Chief Administrative Officer

Status:

Approved - 03 Dec 2020

Approved - 03 Dec 2020

THE CORPORATION OF LOYALIST TOWNSHIP

BY-LAW NO. 2020-083

**A By-law to Authorize an Agreement with WSP Canada Inc. for the Consultant –
Secondary Plan – Amherstview West project, NRFP 2020-11**

WHEREAS the Municipal Act, R.S.O. 2001, Part II, Section 9 provides a municipality with the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS pursuant to Section 5 of the Municipal Act 2001 R.S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS the Council of the Corporation of Loyalist Township issued Negotiated Request for Proposal #2020- for a Consultant – Secondary Plan – Amherstview West project;

AND WHEREAS WSP Canada Inc. be awarded Loyalist Township NRFP # 2020-11 at a cost of \$347,312.10 including HST;

NOW THEREFORE The Corporation of Loyalist Township enacts as follows:

1. That The Corporation of Loyalist Township enter into an agreement with WSP Canada Inc. in the general form and content as Schedule “A” attached hereto.
2. That the Mayor and the Chief Administrative Officer are hereby authorized to execute such agreement on behalf of The Corporation of Loyalist Township.
3. This by-law shall come into force and take effect on the date of its passing.

ENACTED AND PASSED this 14th day of December, 2020.

Mayor

Clerk

APPENDIX A – FORM OF AGREEMENT

The form of Agreement will also contain the following terms and conditions which are available for download on the Loyalist Township Procurement Portal:

[Loyalist Township Standard Agreement Terms and Conditions](#)

The successful Consultant will also be required to sign Usage Agreements for:

- ArcGIS Geodatabase - Terms of the Township Data License Agreement – Third-Party Usage
- CAD Model for Hydraulic Modeling – Data Use Agreement

FORM OF AGREEMENT

BETWEEN:

Loyalist Township

(referred to as the "Township")

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

(referred to as the "Supplier")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Consultant – Secondary Plan – Amherstview West – NRFP 2020-11

is comprised of the following documents, which are collectively referred to as the "Contract":

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the **Request for Proposal 2020-111**, including any addenda, (the "Solicitation Document"); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

Loyalist Township

Signature:

Name:

Title: **Mayor**

Date of Signature:

I have the authority to bind the Township.

Loyalist Township

Signature:

Name:

Title: **Chief Administrative Officer**

Date of Signature:

I have the authority to bind the Township.

[Insert Supplier's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.