

# Request for Quotes for Professional Urban Planning Services for YWCA Oakwood Development Project

You are invited to submit your response to our Request for Quotes to provide professional urban planning services for the development of a 90-unit project for the YWCA property at 1057 & 1067 Barton St East in Hamilton, Ontario.

## **A. BACKGROUND AND PROJECT DESCRIPTION**

YWCA Hamilton is a women led non-profit organization with long historical roots of program and service delivery to the Hamilton community. Our vision and mission is to provide opportunities, rights and resources to women and girls to broaden their choices to be able to shape their lives and define their communities.

**The Oakwood Place Transitional Housing Project.** This new build will create 90 units of transitional housing for single women, as well as women with children fleeing domestic violence. Of the 90 units, 60 units will be designated for single women and will include a private bedroom and bathroom with access to shared kitchens and living spaces. The remaining 30 units will be designated for women-led families and each self-contained apartment will include 2-3 bedrooms, a bathroom, kitchen, and living space. Oakwood Place residents will also have access to on-site laundry facilities, secure rooftop garden/play area, and multiple program spaces to facilitate wraparound supports and community-based activities.

The property provides a unique opportunity to meet the residential zoning and municipal criteria for opening a new transitional housing site of up to 6 stories. The site is appropriately zoned for an Emergency Shelter (zoned C5, subject to the requirements of section 10.5 of By-law 05-200). It is to be noted that the north portion of the site is zoned D, under Hamilton Zoning By[1]law 6593. The footprint of the designed building is not on the north portion of the site.

## B. SCOPE OF WORK

The YWCA Hamilton is seeking the services of an urban planning consultant to assist the YWCA project team through various aspects of the development phases including but not limited to:

- Complete Municipal Approvals including Zoning Compliance Review, Committee of Adjustment, as applicable, and Site Plan Approval.
- Assistance with condition clearing, and process to final approval for Consent to Sever the rear portion of the property, as applicable. **A separate cost should be presented in the fee schedule for this item.**
- Support the Prime Consultant through municipal approvals, as appropriate.
- Support in retaining external consultants' services for various studies required (noise study etc.)

## C. PROPOSAL SUBMISSION REQUIREMENTS

Proponents submitting proposals should detail their experience, qualifications, specialized abilities, resumes of key personnel, recent projects undertaken of a similar nature and their proposed fees for carrying out the defined scope of work in addition to the following information that should be used in connection with the suggested evaluation form included in section F of this request for proposals.

1. The consultant (person) with overall responsibility for the project and their team.
2. List the firm's experience and performance in Planning Consulting for (in the City of Hamilton) projects similar to the proposed project.
3. Provide a current list of client references, including name of organization, contact person, title and phone number. A minimum of three references is recommended.
4. A fee schedule for the project.

## D. INSURANCE REQUIREMENTS

Throughout the term of the Contract (including any renewal thereof), the successful proponent shall obtain and maintain at his own expense, including the cost of any applicable deductible, the following policies of insurance furnish the YWCA Hamilton with satisfactory evidence:

- **Commercial General Liability Insurance**, written on IBC form 2100 or its equivalent, including but not limited to bodily injury, personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, contingent employers liability, employers liability (if applicable), having an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence;
- **Standard Form Automobile Liability** that complies with all the requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by the Contractor for the provision of services;
- **Professional Liability/ Errors & Omissions Liability** insuring the Consultant and any sub consultants in an amount of not less than \$1,000,000 per claim and in the aggregate. This insurance shall cover losses arising out of or in association with an error or omission in the rendering or failure to render the Services as required in this Contract.

The successful proponent shall deposit with the Hamilton YWCA proof of insurance as required and include the following:

- Duly signed Certificate of Insurance;
- Contain cross liability and severability of interest provisions, as may be applicable;
- Preclude subrogation claims against the Hamilton YWCA;
- Provide 30 days' notice of cancellation by the insurer in the event of cancellation (except for non payment of premium), termination or failure to renew or amend;

Please feel free to seek clarification and/or submit an electronic copy of your proposal to Sarah Borde ([sborde@ywcahamilton.org](mailto:sborde@ywcahamilton.org)) no later than 5:00 pm. local time on December 13, 2024. It is the proponent's responsibility to ensure the proposal is received by the due date/time.

## E. TIMELINE\*

Deadline for Questions:	December 4, 2024 at 5pm
Deadline for Submission:	December 13, 2024 at 5pm
Announcement of Selection:	December 20, 2024 at 5pm
Contract Start Date:	At award

*\*All times listed are EDT*

## F. SELECTION CRITERIA

It is our intention to evaluate submissions in accordance with the selection criteria outlined below.

Familiarity with the City of Hamilton's approval landscape	35%
Experience with redevelopment of non-profits clients, particularly those accessing public funding for affordable/supportive housing	25%
Price quote	40%
Total	100%

The YWCA Hamilton Project Team is responsible for selecting the consultants on the project, in consultation with the Board of Directors.

## G. TERMS AND CONDITIONS OF THE SUBMISSION PROCESS

- Proponents should structure their Submissions in accordance with the instructions in the Submission Request.
- All Submissions shall be in English only.
- YWCA Hamilton and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the Submission Request or issued by way of addenda. Any quantities shown or data contained in the Submission Request or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.
- It is the Proponent's sole responsibility to avail itself of all necessary information to prepare a Submission in response to the Submission Request.
- Each Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Submission.

**Communication after Issuance of Submission Request**

- Proponents shall promptly examine all of the documents comprising the Submission Request, and shall report any errors, omissions or ambiguities. Proponents may direct questions to or seek additional information from the YWCA Hamilton Contact, which questions or request for information must be in writing, by email, on or before the Proponent's Deadline for Written Questions. All questions submitted by Proponents shall be deemed to be received once the email has entered into the YWCA Hamilton Contact's email inbox. No such communications are to be directed to anyone other than the YWCA Hamilton Contact. YWCA Hamilton is under no obligation to provide additional information. No oral explanation or interpretation will be provided.
- It is the responsibility of the Proponent to seek clarification from the YWCA Hamilton Contact on any matter it considers to be unclear. YWCA Hamilton shall not be responsible
  - o for any misunderstanding on the part of the Proponent concerning the Submission Request or its process.
- YWCA Hamilton will not respond to any verbal inquiries.
- The Submission Request may be amended only by an addendum in accordance with this section. If YWCA Hamilton, for any reason, determines that it is necessary to provide additional information relating to the Submission Request, such information will be

communicated to all Proponents by addenda. Each addendum forms an integral part of the Submission Request.

- Such addenda may contain important information, including significant changes to the Submission Request.
- Proponents are responsible for obtaining all addenda issued by YWCA Hamilton.
- Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the introduction to the submission
- All of the provisions of this Submission Request are deemed to be accepted by each Proponent and incorporated into each Proponent's Submission.

#### **Award and Execution of Agreement**

- Notice of award by YWCA Hamilton to the Successful Proponent shall be in writing. The contractual agreement will be based on the proponent's standard contract format, and will include this RFQ and the proponent's response as an outline of commitments made by both parties. It shall satisfy any other applicable conditions of this Submission Request within ten (10) days of notice of award and prior to the commencement of any work. This provision is solely for the benefit of YWCA Hamilton and may be waived by YWCA Hamilton at its sole discretion.
- Selection and award may be subject to the approval of the Board of Directors for YWCA Hamilton and budgetary restrictions.
- In addition to all of YWCA Hamilton's other remedies, if a Successful Proponent fails to execute the Contract or satisfy any other applicable conditions within ten (10) days of notice of award, YWCA Hamilton may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent, and to cash or call on the Submission Deposit, if applicable.

#### **Prohibited Communications and Confidential Information**

- A Proponent may not at any time directly or indirectly communicate with the media in relation to the Submission Request or any Contract awarded pursuant to the Submission Request without first obtaining the written permission of the YWCA

Hamilton Contact to do so.

- All information provided by or obtained from YWCA Hamilton in any form in connection with the Submission Request, either before or after the issuance of the Submission Request,
  - a) is the sole property of YWCA Hamilton and must be treated as confidential;
  - b) is not to be used for any purpose other than replying to the Submission Request and the performance of any subsequent Contract;
  - c) must not be disclosed without prior written authorization from YWCA Hamilton; and
  - d) shall be returned by the Proponents to YWCA Hamilton immediately upon the request of YWCA Hamilton unless such information is in the public domain.
- A Proponent shall identify any information in its Submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by YWCA Hamilton. The confidentiality of such information will be maintained by YWCA Hamilton, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Submissions will, as necessary, be disclosed on a confidential basis, to YWCA Hamilton's advisers retained for the purpose of evaluating or participating in the evaluation of their Submissions. If a Proponent has any questions about the collection and use of personal information pursuant to the Submission Request, such questions are to be submitted to the YWCA Hamilton Contact in accordance with the provisions of the Submission Request.
- YWCA Hamilton may prohibit a Proponent or a Supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following:
  - e) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
  - f) the refusal of the Proponent or Supplier to honour its pricing or other commitments made in a previous proposal or Submission; or

**Reserved Rights, Limitation of Liability and Governing Law**

- YWCA Hamilton reserves the right, in its sole discretion, to:
  - g) make public the names of any or all Proponents;
  - h) assess a Proponent's Submission on the basis of
    - information provided by references;
    - the Proponent's past performance on previous Contracts awarded by YWCA Hamilton; or
    - other relevant information that arises during this RFQ process;
  - c) waive minor informalities and accept Submissions which substantially comply with the requirements of this Submission Request
  - d) verify with a third party any information set out in a Submission;
  - e) check references other than those provided by any Proponent;
  - f) disqualify any Proponent whose Submission contains misrepresentations or any other inaccurate or misleading information;
  - g) disqualify any Proponent or the Submission of any Proponent who has engaged in conduct prohibited by this Submission Request;
  - h) make changes, including substantial changes, to this Submission Request provided that those changes are issued by way of addenda in the manner set out in this Submission Request;
  - i) select any Proponent other than the Proponent whose Submission reflects the lowest cost to YWCA Hamilton;
  - j) cancel this Submission at any time prior to the execution of the Contract by YWCA Hamilton for any reason whatsoever;
  - k) if this Submission is cancelled YWCA Hamilton may issue a new Submission Request for the same or similar Deliverables, but YWCA Hamilton is not required or obliged to do so;
  - l) accept any Submission in whole or in part; or
  - m) reject any or all Submissions;



- By submitting a Submission, each Proponent agrees that neither YWCA Hamilton nor any of its employees, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Submission process including but not limited to costs of preparation of the Submission, loss of profits, loss of opportunity or for any other claim; and
- The Proponent waives any claim for any compensation of any kind whatsoever, including claims for the cost of preparation of the Submission, loss of profit or loss of opportunity by reason of YWCA Hamilton’s decision to not accept the Submission submitted by the Proponent, to award a Contract to any other Supplier or to cancel this Submission process, and the Proponent shall be deemed to have agreed to waive such right or claim.
- YWCA Hamilton payment terms are net thirty (30) days upon receipt of all necessary payment information and documents.
- The terms and conditions in this Section F – Terms and Conditions of Submission Process are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of YWCA Hamilton); and are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**General Terms**

- If any term or condition of the Contract, or the application thereof to the parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, persons or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing,

the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non- performance exceeds fifteen (15) business days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

**YWCA HAMILTON, MacNab Location**  
75 MacNab Street South  
Hamilton, ON L8P 3C1  
Tel. 905-522-9922

**Putman Family YWCA**  
52 Ottawa Street North  
Hamilton, ON L8H 3Y7  
Tel. 905-393-9091

**YWCA HAMILTON PROVIDES MEANINGFUL,  
ACCESSIBLE SERVICES TO CREATE  
OPPORTUNITIES, AMPLIFY VOICES, AND  
CO-CREATE GENDER INCLUSIVE AND  
EQUITABLE COMMUNITIES.**  
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