



**The City of Saint John**

**Request for Proposals**

**2024-092208P – Consulting Services – North End  
Secondary Plan**

**Saint John, New Brunswick**

Request for Proposals No.: 2024-092208P – Consulting Services – North End Secondary Plan

Issued: Friday, June 14, 2024

Submission Deadline: Wednesday, July 3, 2024, 4:00:00 p.m., ADT

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for consulting services for the North End secondary plan as further described in Part 2 – The Deliverables (the “Deliverables”).

### **1.2 RFP Contact Person**

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a purchase order to the successful proponent for the scope of services detailed in this request for proposal.

### **1.4 No Guarantee of Volume of Work or Exclusivity of Contract**

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

### **1.5 Canadian Free Trade Agreement (CFTA)**

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

**[End of Part 1]**

## **PART 2 – THE DELIVERABLES**

### **2.1 Description of Deliverables**

- (1) This RFP is an invitation to submit offers for the provision of consulting services for the North End secondary plan as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

**[End of Part 2]**

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Timetable

(1) The RFP timetable is tentative only and may be changed by the City at any time.

Issue Date of RFP	Friday, June 14, 2024
Deadline for Questions	Monday, June 24, 2024, 4:00:00 pm, ADT
Deadline for Issuing Addenda	Wednesday, June 26, 2024, 4:00:00 pm, ADT
Submission Deadline	Wednesday, July 3, 2024, 4:00:00 pm, ADT
Rectification Period	3 Business Days

### 3.2 Submission Instructions

#### (A) **Proposals Shall be Submitted Electronically**

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

#### (B) **Proposals Shall be Submitted in Prescribed Manner**

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2024-092208P – Consulting Services – North End Secondary Plan – Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2024-092208P – Consulting Services – North End Secondary Plan – Financial Proposal”.

#### (C) **Proposals Shall Be Submitted on Time**

Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

#### (D) **Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email and in a form similar to item (B) above. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

#### (E) **Withdrawal of Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Procurement Contact and must be signed by an authorized representative.

### **3.3 Stages of Proposal Evaluation**

(1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:

- (a) Stage I – Mandatory Requirements and Rectification
- (b) Stage II – Evaluation of Rated Criteria and Pricing
- (c) Stage III – Selection and Final Negotiation

#### **(A) Stage I – Mandatory Requirements and Rectification**

##### **Submission and Rectification Period**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

##### **Mandatory Submission Forms**

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

##### **Submission Form (Appendix A)**

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

##### **Pricing Form (Appendix B)**

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

##### **Reference Form (Appendix C)**

Each proponent must complete the Reference Form and include it with its technical proposal.

##### **Other Mandatory Requirements**

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.

**(B) Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. The City may shortlist to any number of proponents as it deems necessary.

**(C) Stage III – Selection and Final Negotiation**

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

**[End of Part 3]**

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **(A) Proponents to Follow Instructions**

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

#### **(B) Information in RFP Only an Estimate**

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **(C) Proponents Shall Bear Their Own Costs**

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

### **4.2 Communication after Issuance of RFP**

#### **(A) Proponents to Review RFP**

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions or ambiguities; and
  - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.



- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

**(B) All New Information to Proponents by Way of Addenda**

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

**(C) Post-Deadline Addenda and Extension of Submission Deadline**

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

**(D) Verify, Clarify and Supplement**

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

**(E) No Incorporation by Reference**

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

**(F) Proposal to Be Retained by the City**

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

**4.3 Debriefing**

**(A) Debriefing – Following Award**

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after notification of award.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

#### **4.4 Prohibited Conduct**

##### **(A) Proponent Not to Communicate with Media**

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

##### **(B) No Lobbying**

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

##### **(C) Illegal or Unethical Conduct**

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or maybe seen to compromise the competitive process provided for in this RFP.

##### **(D) Past Performance or Inappropriate Conduct**

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
  - (a) All the conducts as described in Part 4 – Section 4.4;
  - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
  - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### **4.5 Confidential Information**

##### **(A) Confidential Information of City**

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) Is the sole property of the City and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
- (d) Shall be returned by the proponents to the City immediately upon the request of the City.

**(B) Confidential Information of Proponent**

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

**4.6 Procurement Process Non-Binding**

**(A) No Contract A and No Claims**

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

**(B) No Contract until Execution of Written Contract**

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

**(C) Non-Binding Price Estimates**

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including

withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

**(D) Disqualification for Misrepresentation**

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

**(E) Cancellation**

- (1) The City may cancel or amend the RFP process without liability at any time.

**4.7 Governing Law and Interpretation**

**A. Governing Law**

- (1) The terms and conditions in this Part 4:
  - (a) 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);
  - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
  - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

**4.8 Regional Municipalities**

Unless objected to in their submission(s), the successful vendor(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Province of New Brunswick. This in no way commits these municipalities to accepting this quotation, but provides them with the opportunity to take advantage of the City's volume purchasing discounts.

The City is not responsible for payment for products or services supplied to any Regional Municipality.

The vendor(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this quotation.

**4.9 Social Procurement**

The City of Saint John is aiming to further its social procurement objectives, specifically with regard to: respecting the values of inclusivity, diversity, equity, culture, and fair labour practices; supporting diverse organizations; striving for an ever-improving quality of life with a view to becoming the most vibrant and welcoming community in Atlantic Canada by growing the City, serving the City and becoming the community of choice through the cultivation of community pride

and the vibrant promotion of beautification, arts, culture, heritage, recreation, education, employment, and diversity; providing residents with opportunities to prosper with flourishing neighbourhoods and a protected environment with quality municipal services; and promoting population growth and a growing tax base for the City.

The City of Saint John has developed a Social Procurement Supplier Questionnaire. This questionnaire is voluntary. The information collected from suppliers via this questionnaire will be used by the City to register suppliers within the geographic boundaries of the City that identify with falling within any of the Social Procurement Supplier categories defined in the City's Social Procurement Protocol. This questionnaire is available on the City's website under <https://saintjohn.ca/en/city-hall/tenders-and-proposals>.

**[End of Part 4]**

## APPENDIX A – SUBMISSION FORM

**(A) Proponent Information**

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**(B) Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed a Supply Agreement.

**(C) Ability to Provide Deliverables**

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the prices set out in the Pricing Form.

**(D) Mandatory Forms**

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
<b>Submission Form</b>	
<b>Pricing Form</b>	
<b>Reference Form</b>	

**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

**(E) Non-Binding Price Estimates**

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**(F) Addenda**

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers, or, if no addenda were issued, by writing the word “None”, on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

**(G) No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**(H) Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have the authority to bind the proponent.





## APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## APPENDIX D – RFP PARTICULARS

### (A) The Deliverables

#### (1) SCOPE

The City of Saint John is soliciting proposals from qualified providers for the supply of consulting services for the North End secondary plan as per the below project initiative.

#### (2) PROJECT INITIATIVE

##### 2.1 Introduction

The City of Saint John aims to create a new North End Secondary Plan (the Plan) that will shape growth and development within the North End Plan area as show on Figure 1 - Proposed North End Secondary Plan Boundary (see Appendix E).

The City is looking for the support of an experienced consultant team to provide professional services in preparing the Plan and associated public engagement. Due to the public nature of the project and key deliverable deadlines, the project must be completed within 18 months, including adoption of the Plan.

##### 2.2 Background

The North End Secondary Plan is a key deliverable within the scope of the Housing Accelerator Fund (HAF) agreement, the Federation of Canadian Municipalities (FCM) agreement, and the City's Strategic Plan. As part of implementing the City's Strategic Plan, Common Council has directed staff to coordinate development of the North End Secondary Plan as the next focal area for growth and development within the City boundary. The City has completed other secondary plans in recent years, including the Central Peninsula Secondary Plan (CPSP), which is the first secondary plan under the City of Saint John's PlanSJ (the City of Saint John's Municipal Plan – enacted January 2014). The City continues to advance its implementation program for the CPSP.

The North End Secondary Plan will align with future urban neighbourhood revitalization, infill, and greenfield development efforts within the smart growth goals of the City's Municipal Plan (Plan SJ). Common Council adopted a set of priorities for 2021-2026 to guide all aspects of municipal operations during the term. Under the "Grow" and "Belong", priorities, key goals include promoting population and economic growth as well as community vibrancy. The North End Secondary Plan is also an action item of Common Council's 10-year Strategic Plan for 2023 – 2033. This Plan seeks to achieve the triple bottom line of economic development, social good, and the environmental benefit of revitalization and infill in existing neighbourhoods while also creating opportunity for strategic greenfield development.

##### 2.3 The Study Area

The North End Plan Boundary Area has a population of approximately 11,000 people with a land area of 7.57 km<sup>2</sup>. The North End is comprised of seven sub-neighbourhoods that include existing residential, commercial, and greenfield lands available for development. Residential areas, restaurants, shops, community centres,

and schools are generally accessible by both transit and walking throughout the large, dense neighbourhood. There is also a variety of available housing options, including large historic homes to smaller single-family homes, and all manner of apartment / multi-family development. The area is challenged with aging housing stock, disconnected but active transportation networks, and a dearth in investment. Despite the challenges, there is energy and opportunity with new investment in the Study Area including a new K-5 school, the revitalization and expansion of the New Brunswick Museum, and a substantial North End Combined Sewer Separation program. However, with the trend for new residential and commercial uses being developed in other locations, the North End residential neighbourhoods and commercial nodes have become very underutilized. With the introduction of new public amenities and services, the North End area will be positioned for development and redevelopment and the Plan will set the framework for growth.

In addition to areas for redevelopment, revitalization, and infilling, a large area of vacant undeveloped land in the north-west end of the Study Area is a greenfield area, available for new development opportunities. While the extent of these greenfield lands extend outside the Plan Boundary Area, the Consultant is expected to overview the entire lands and to provide justification as to whether the entirety of available greenfield lands should be included or segmented as necessary to complete the proposed Plan.

## 2.4 Sub-Neighbourhoods

The North End also has a strong history and a rich diversity of neighbourhoods, as shown below in Figure 1-Proposed North End Secondary Plan Boundary (see Appendix E). The neighbourhoods are locally known as:

1. The “Old North End”
  - Once its own city known as Portland, and until 1889, its commerce was focused on the river, where riverboats transported goods to and from inland New Brunswick.
  - Today “North enders” enjoy an excellent pedestrian connection to the Uptown via Harbour Passage.
  - ONE Change, a large community organization, operates inside of this tightknit neighbourhood.
  - This area is home to the Rifle Range, a post-war CHMC housing project and is one of the oldest historic housing projects in Canada.
2. Douglas Avenue:
  - Hosts one of the city’s Historic Conservation Areas.
  - Is the location of the New Brunswick Museum, the oldest public museum in Canada, which is currently under expansion.
3. Lansdowne/Main Street:
  - Established commercial hub and corridor which includes diverse commercial development patterns ranging from drive-throughs and strip malls to business parks.
4. Mount Pleasant:
  - Considered to be the city’s first suburb.
  - It serves as a gateway to Rockwood Park and is noted for larger residential lots and dwellings with significant front yards.

5. Crescent Valley:
  - A provincial affordable housing project with a well-defined boundary.
  - The area is managed and operated by the Province with the Crescent Valley Association representing the residents.
  
6. Pokiok Greenfield:
  - The area includes low-density residential neighbourhood of Pokiok
  - The area is noted for vacant undeveloped land with potential for extensive greenfield development.
  
7. Somerset:
  - Is the largest, most diverse subarea in the Plan Area and is a mixture of residential, commercial, and industrial uses with areas of vacant undeveloped land with the potential for greenfield development.
  - Included in the area is the Fort Howe National Historic Site of Canada.
  - This is the most undefined neighbourhood with the least prescriptive boundaries.
  
8. Additional Study Area (greenfield areas)
  - To ensure the comprehensive development of the North End Plan Boundary Area, it is proposed that an additional 1.2 km<sup>2</sup> of greenfield lands located outside the current Boundary Area be included within the Study Area. This inclusion will provide for a Greenfield Strategy that provides a cohesive approach to development through integration of these lands.

## FIGURE ONE

## Proposed North End Secondary Plan Boundary



### 3.0 PROJECT SCOPE

The main focus of the Secondary Plan is to describe goals, objectives, and proposal for:

- Infill Development Policy
- Greenfield Development Policy
- Redevelopment Strategy(s) (as necessary)
- Revitalization Strategy(s) (as necessary)
- Housing Affordability
- Climate Change Actions
- Urban Design Guidelines
- Heritage Conservation
- Economic Development

The Consultant should explore and identify opportunities for encouraging infill in existing developed areas, advancing development on underutilized sites, and increasing density along key corridors while preserving and enhancing low-rise areas through strategic infill projects. Additionally, the Consultant should explore and identify policy options that encourage realistic, modern, and unique opportunities for redevelopment, revitalization, and greenfield development.

The revitalization strategy should focus on incentives and reinvestment in existing structures to reinvigorate these areas. This could include tax breaks, grants, or other financial incentives for property owners and developers who invest in refurbishing older buildings.

For greenfield development, the Consultant should identify larger vacant sites that offer the potential to create new neighborhoods. These developments should be designed with modern planning principles, ensuring they are sustainable, well-connected, and provide a mix of housing types and amenities.

By combining these approaches, the Consultant will help create a balanced, vibrant, and sustainable urban environment that leverages both existing assets and new opportunities.

### 3.1 Project Objectives, Phasing, & Deliverables

The City of Saint John plans to initiate work following award of the Project to the successful proponent in August 2024. The Plan must deliver a strategy for:

- Highly connected land uses and facilities fostering strong community integration and greater community ownership.
- Promoting the development of collaborative strategies with community partners to coordinate efforts in addressing regional issues and urban economic development.

- Focus on compact urban housing typologies that encourage gentle density, incorporate missing middle housing forms<sup>1</sup>, and respond to a variety of site challenges such as small lot sizes and challenging site elevations.
- Establishing planning objectives and land use concepts supported by appropriate servicing strategies, policies in accordance with the planning objectives identified, and an implementation strategy.
- Utilizing extensive and diverse stakeholder consultation including public engagement.
- Addressing any future development opportunities and challenges through innovative and proven planning solutions.

### 3.2 Project Phasing

The City has proposed five (5) phases for the preparation of the Secondary Plan. This initial work plan serves only as a guideline and alternative approaches which facilitate expediting or realizing the timeline and objectives of the project may be offered by the Consultant. A proposed work plan must be presented graphically to include key project milestones, including Growth Committee and Common Council meeting dates.

The suggested five phases are:

<p><b>Phase 1: Project Initiation and Background Report</b></p> <ul style="list-style-type: none"> <li>• Project Initiation Meeting.</li> <li>• Define the scope of the Secondary Plan and identify key deliverables and milestones.</li> <li>• Conduct an initial assessment of the North End</li> <li>• Share files, reports, GIS data with project.</li> <li>• Site visits (as needed).</li> <li>• Demographic Analysis.</li> <li>• Land Use Analysis.</li> <li>• Background Report</li> </ul>	<p><b>Start date:</b></p>	<p>07/2024</p>	<p><b>End date:</b></p>	<p>10/2024</p>
<p><b>Phase 2: Community Engagement and Visioning</b></p> <ul style="list-style-type: none"> <li>• Develop a community engagement strategy to ensure broad participation and inclusivity.</li> <li>• Community workshops, focus groups, surveys. <ul style="list-style-type: none"> <li>○ Neighbourhood Advisory Committee Workshop</li> <li>○ Community Open House</li> <li>○ Workshop with Municipal Planning, Building Inspection, Infrastructure Staff</li> <li>○ Interviews (as needed)</li> <li>○ Online engagement launch</li> <li>○ Visioning Survey and online interactive mapping</li> <li>○ Pop-up engagement activities, as needed</li> <li>○ Additional visioning sessions with identified stakeholders</li> </ul> </li> <li>• Analyze collected engagement and visioning data. <ul style="list-style-type: none"> <li>○ What We Heard Report.</li> </ul> </li> </ul>	<p><b>Start date:</b></p>	<p>11/2024</p>	<p><b>End date:</b></p>	<p>08/2025</p>

<sup>1</sup> CMHC defines the missing middle as “housing that fits the gap between low-rise, primarily single-family homes and mid-rise apartment buildings”.

<ul style="list-style-type: none"> <li>Engagement childcare support.</li> <li>Engagement transportation support.</li> </ul>				
<b>Phase 3: Draft Plan Development</b> <ul style="list-style-type: none"> <li>Develop comprehensive land use plan.</li> <li>Create transportation and mobility strategies.</li> <li>Incorporate environmental sustainability principles.</li> <li>Integrate affordable housing strategies.</li> <li>Identify economic development opportunities.</li> <li>Policies for heritage preservation and adaptive reuse of existing buildings.</li> <li>Develop an Implementation Plan.</li> </ul>	<b>Start date:</b>	01/2025	<b>End date:</b>	02/2025
<b>Phase 4: Plan Refinement and Finalization</b> <ul style="list-style-type: none"> <li>Share the draft Secondary Plan with the project team, stakeholders, and the community.</li> <li>Facilitate workshops, focus groups, or public meetings.</li> <li>Neighbourhood Advisory Committee Workshop</li> <li>Open House Round</li> <li>Community Focus Groups and Pop-up Engagements Round (as needed)</li> <li>Revise and refine the plan based on the feedback received.</li> <li>Prepare final Secondary Plan</li> <li>Present the final plan to the project team, stakeholders, and the community.</li> <li>Final Comments to Consultant</li> <li>Common Council Adoption &amp; Project Close-out</li> </ul>	<b>Start date:</b>	01/2025	<b>End date:</b>	07/2025

### 3.2.1. Project Initiation & Background Review

The successful proponent and City Working Group will meet to kick-off the project. The meeting agenda will focus on the following: confirm proposal deliverables and scope, contract finalization, a review of costs, engagement strategy, project schedule, and any out-of-scope additions. This could be held either virtually or in-person depending on the familiarity of the selected consultant with Saint John.

*Deliverable:* Finalization of Workplan including community engagement and schedule of key dates and milestones.

### 3.2.2 Background Report

A key deliverable of Phase 1 is a background report that analyses existing conditions and identifies and presents best planning practices based on approved plans and policies from other jurisdictions relevant to the following:

- Redevelopment of underutilized properties
- Infill of vacant properties
- Neighbourhood Revitalization
- Greenfield developments



- Compact urban design
- Missing middle/Gentle Density
  - A range of low-density housing typologies, including single-family detached, semi-detached, and townhouses
- Active Transportation.

The analysis of existing conditions will include an assessment and summary of the following information in the Background Report document:

- Conduct an initial assessment of the North End neighbourhood, including:
  - High level demographic analysis (see example: pg. 16-17 of CPSP <https://saintjohn.ca/en/city-hall/corporate-plans-and-projects/plansi/central-peninsula-neighbourhood-plan>)
    - Using census tracts and interviews with community organizations to obtain age, population, and socio-economic statistics for North End Plan Area
  - Undertake intensification studies to identify/delineate priority areas.
  - Confirm the sub-neighbourhoods.
  - Community visioning exercises.
  - Incorporating review of all background City material.
  - Consider existing site conditions, such as:
    - Environmental constraints/impacts
    - Historic resources and archeological areas of interest
    - Existing land-use and development patterns including building typologies
    - Identifying areas of ambiguous land use (eg. Adelaide Street)
    - Identifying transportation network gaps

The City will provide documents to inform the Plan as needed. The City is also currently undertaking a Servicing Study in the Study Area to understand infrastructure capacity and to identify priority areas for necessary upgrades. This study will be available to the Consultant and will serve as background information to assist in guiding Plan development.

*Deliverable:* Background Report Document summarizing neighbourhood analysis and applicable planning approaches for future development.

### 3.2.3 Phase 2: Community Engagement and Visioning

The successful proponent will be responsible, in conjunction with the City's Project Lead, for creating and carrying out a community engagement plan with supporting materials that includes, but is not limited to;

- A detailed community engagement strategy to ensure broad participation and inclusivity using a variety of methods in consultation with the Project Lead. At a minimum the Community and Stakeholder engagement program will include the following:
  - Neighbourhood Advisory Committee Workshop #1
  - Community Open House #1
  - Workshop with Municipal Planning, Building Inspection, Infrastructure Staff
  - Interviews (as needed)
  - Online engagement launch
  - Visioning Survey and online interactive mapping
  - Pop-up engagement activities

- Additional visioning sessions with identified stakeholders
- Preparation of engagement materials for all engagement events.
- An engagement component during each key phase including making the draft Plan available for community / public review and comment.
- Working closely with the City Project Lead in determining when the Consultant or City Staff will lead engagement events.

Following the Community and Stakeholder Engagement program, including engagement activities coordinated through the Shape Your City web page (by City Staff), the Consultant will compile all feedback received into an Engagement Summary Report. This report will capture both the input gathered during the community and stakeholder engagement program.

Once the Engagement Summary Report is prepared, the consultant will review it with City Staff in a virtual meeting. During this meeting, the Consultant and City Staff will discuss the feedback received from the community engagement process and assess its implications for the Draft Secondary Plan.

Deliverable: Community and Stakeholder Engagement Program and What We Heard Report consolidating input from the engagement process.

### **3.2.4 Phase 3: Draft Plan Development**

#### **3.2.4.1 Develop Draft Secondary Plan**

The background analysis from Phase 1 and the engagement outcomes from Phase 2 will form the basis for the development of the Draft Secondary Plan. The Draft Secondary Plan will focus on the following elements:

- Development of a comprehensive land use plan.
- Creation of transportation and mobility strategies.
- Incorporating environmental sustainability principles.
- Integrating affordable housing strategies.
- Identifying economic development opportunities.
- Development of policies for heritage preservation and adaptive reuse of existing buildings.
- Development of an Implementation Plan.

The Draft Secondary Plan document must include:

- A framework for the following development types:
- Infill development in established residential neighbourhoods.
- Revitalization (or redevelopment, as applicable) of existing commercial nodes and streets.
- Specific Development standards for specific infill in proximity to the Douglas Avenue Heritage Conservation Area.

- Greenfield development with a focus on residential use.
- An active transportation and mobility strategy to enhance the pedestrian, cycling, and public transit networks.
- Incorporate residential development strategies that support the revitalization and development of new affordable housing units.
- Identify economic development opportunities to revitalize the existing commercial areas.
- Establish urban design policies and guidelines to encourage design excellence including the integration of infill development in established neighbourhoods as well as a separate policy for greenfield development.
- Create graphics, illustrations, and maps that define and portray: The Secondary Plan Area and the identified sub-neighbourhoods through contemporary three-dimensional visual representations representing
  - Revitalization and redevelopment visions of sub-neighbourhoods.
  - Proposed infill housing forms, including missing middle.
  - Place making opportunities for existing or new community spaces where contemplated
  - Greenfield development concepts for new residential neighbourhoods including integration of open space and transportation networks and conceptual street layouts for new development sites or subdivisions.
- Develop an implementation framework and action plan.
- Include 5-year, 10-year, and 15-year action items.
- Establish monitoring and evaluation mechanisms.

*Deliverable:* Draft Secondary Plan document, including all attachments.

The Secondary Plan should be available in PDF and Microsoft Word Document file format. All maps should be in an ArcGIS compatible format (SHP) to be confirmed with the City's GIS Service Area. The Consultant shall submit an initial draft Plan for staff and Advisory Committee review following which comments will be supplied back to the consultant for incorporation into a final Secondary Plan document.

#### **3.2.4.2 City Review of Draft Secondary Plan**

The Consultant will present the Develop Draft Secondary Plan to City Staff. Depending on schedule and budget, this can be accommodated via a virtual meeting to manage disbursements.

Following the virtual meeting, City Staff will provide comments in writing regarding the Draft Secondary Plan. These written comments will outline any additional revisions or adjustments deemed necessary by the City, based on their review.

*Deliverable:* Consultant presentation to City Staff.

### 3.2.5 Phase 4: Plan Refinement and Finalization

#### 3.2.5.1 Final Plan Development

Following Phase 3, the consultant will incorporate changes from City Staff prior to embarking on a second Community Engagement Program to present the draft Secondary Plan and solicit input on the Draft Plan.

The second engagement program will include at a minimum, a workshop with the Neighbourhood Advisory Committee and a Public Open House along with Community Focus Groups and Pop-up Engagements on an as required basis.

Following the Community Engagement program, the consultant will revise and refine the plan based on the input received and prepare the Final Secondary Plan for adoption through the legislative process.

*Deliverable:* Final Secondary Plan for legislative adoption process

#### 3.2.5.2 Legislative Adoption Process

Following the referral of the Final Secondary Plan to the Planning Advisory Committee (PAC) by Common Council, PAC will undertake the responsibility of considering the proposed Secondary Plan and making a recommendation to Common Council.

As part of this process, the Consultant will present the Secondary Plan to the Planning Advisory Committee. During the presentation, the Consultant will highlight key aspects and address any questions or concerns from the Committee members. Depending on schedule, availability and costs the Consultant may attend this meeting virtually.

Common Council will consider the PAC's recommendation regarding the Secondary Plan at a Public Hearing. The Consultant will present the proposed Secondary Plan to Common Council. Depending on schedule, availability and costs the Consultant may attend this meeting virtually. Following the Public Hearing, Common Council will give First and Second Reading to the By-Law Amendments.

Following the Public Hearing, and First and Second Reading, Common Council will give Third Reading to the By-Law Amendments.

*Deliverable:* Consultant presentation to Planning Advisory Committee.  
Consultant presentation at Public Hearing.  
Consultant Attendance at Third Reading (If required)

### 4.0 Items Out of Scope:

- Municipal Plan or Zoning by-law amendments not required for adoption of the Secondary Plan
- A review or study of social service provisions or expansions
- Municipal Servicing studies/relocation
- Traffic Impact Studies

## 5.0 Optional Task: Desktop Geo-Technical Study

Independently from the core Project Scope, proponents/bidders may decide at its sole discretion, to undertake one, several, or none of the following optional tasks which would be performed under separate contract. Proponents of this RFP are encouraged to include a section in their proposal which addresses the following Optional Tasks, and provides a detailed cost estimate for each Optional Task identified:

- (1) A desktop geo-technical study of undeveloped areas for the purposes of identifying suitable development sites for new greenfield development
  - a. The City can provide mapping data and contour maps. Geographical mapping can also be obtained from the Federal government as well as the Province of New Brunswick

## 6.0 City Background Info and Staff Support

### 6.1 Servicing Strategy (ongoing)

The City Engineering Department (Infrastructure & Utilities) is currently preparing a North End Combined Sewer Separation Strategy. This project involves studying the entire existing sanitary and storm sewer network and determining a strategy for separating the combined sewers into separate storm and sanitary facilities. The entire strategy is required to be completed by April 30<sup>th</sup>, 2025. The study and strategy will serve as the framework for future capital investment planning and will help identify development area servicing capacity for immediate development and those which will require infrastructure upgrades to unlock their development potential.

### 6.2 Internal Project Management / Staff Support

The City of Saint John has a robust internal team of staff members to provide management and resourcing of the project. The work of the Consultant will be coordinated directly by the City of Saint John Project Lead. The Project Lead will manage the project in conjunction with staff support and with support of the publicly appointed Advisory Committee. The Consultant will be tasked to work in close consultation with the Project Lead and other staff on the items that are in scope (see above) to directly deliver or actively support the supply of deliverables as indicated.

Key Stakeholders will include the Advisory Committee, Growth Committee, Common Council, and the wider general public. City staff will also provide support by taking updates to Growth Committee and Council on regular basis and act as liaison to the Consultant and/or Project Lead. At the determination of the Project Lead, the Consultants will present to Growth Committee and/or Common Council at key milestones of the project.

### 6.3 Background Materials

Available supporting background information to be provided from the City include the following:

- **City of Saint John Affordable Housing Action Plan** - <https://saintjohn.ca/en/city-hall/corporate-plans-and-projects/affordable-housing-action-plan>

- **Central Peninsula Secondary Plan** - <https://saintjohn.ca/en/city-hall/corporate-plans-and-projects/plansj/central-peninsula-neighbourhood-plan#:~:text=What%20is%20the%20Central%20Peninsula,over%20the%20next%2030%20years.>
- **Housing Accelerator Fund** - <https://www.cmhc-schl.gc.ca/professionals/project-funding-and-mortgage-financing/funding-programs/all-funding-programs/housing-accelerator-fund>
- **PLANSJ - The City of Saint John Municipal Plan** - <https://saintjohn.ca/en/city-hall/corporate-plans-and-projects/plansj>
- **North End Plan Secondary Plan Area Boundary map and proposed sub-neighbourhood map**
- **North End Combined Sewer Separation Strategy** – ongoing – Contact the City Engineering Department (Infrastructure & Utilities) at (506) 658-4455 or email [service@saintjohn.ca](mailto:service@saintjohn.ca)

## 7.0 Reporting & Billing

Regular progress reports must be supplied with billing as part of ongoing deliverable submission. Progress reports are expected to succinctly outline the project’s status, deliverables completed and associated costs allocation. The consultant will work with the City’s Project Lead to clarify any project management details.

**(8) PAYMENT**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can **either** be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, **or** by email to the Accounts Payable department ([accountspayable@saintjohn.ca](mailto:accountspayable@saintjohn.ca)). Vendors are to ensure invoices are not sent both ways.

**(9) TERMINATION OF THE CONTRACT**

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

**(10) BASIS FOR AWARD**

The City does not bind itself to accept the lowest or any proposal submitted but reserves the right to accept any proposal deemed to be in its best interest. The City also reserves the right to split this contract between two or more proponents based upon the overall best value to the City.

**(11) NO GUARANTEE**

The City makes no guarantee as to the value or volume of the Deliverables. The quantities stated herein reflect the anticipated requirements of the City; however, the City reserves the right to purchase more or less than the total quantity stated.

**(12) RESERVED RIGHTS**

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.

- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
  - i) Assess and reject a proposal on the basis of
    - i. Information provided by references;
    - ii. The proponent's past performance on previous contracts;
    - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
    - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
    - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.



And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

**(13) LIMITATION OF LIABILITY AND WAIVER**

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

## (B) Evaluation Criteria

- (1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

Evaluation Criteria	Content	Weight
Quality	<ul style="list-style-type: none"> <li>Quality and completeness of submission</li> </ul>	2.5
Introduction and Project Appreciation	<ul style="list-style-type: none"> <li>Understanding of the Development of the Secondary Plan, Consultant Scope and the City's approach</li> <li>Set out team's approach and Understanding of the Assignment</li> <li>Understanding the role of the Proponent</li> </ul>	2.5
Proponent Roles and Qualifications	<ul style="list-style-type: none"> <li>Key Personnel qualifications and experience, including a short biography of Key Personnel</li> <li>Key Personnel roles and responsibilities</li> <li>Resumes for Key Personnel</li> <li>Demonstrated success and specialized experience in providing similar services of the type described in this RFP for at least three (3) projects of similar size and scope. Provide references complete with addresses, contact person name, phone number, and e-mail address.</li> <li>Evidence that the key management/personnel/ staff/support staffs assigned to this project have the qualifications and experience to successfully provide the requisite services. Provide resumes of all proposed staff assigned to the Project.</li> </ul>	25
Methodology	<ul style="list-style-type: none"> <li>Approach to work</li> <li>Proposals must provide a detailed work plan and proposed schedule consisting of a flowchart or narrative description of the required tasks and estimated durations of these tasks under normal circumstances. The Proponent must clearly describe the methods proposed for carrying out the development of the Plan.</li> </ul>	35
Value Added	<ul style="list-style-type: none"> <li>Additional information, specialized knowledge and options</li> </ul>	5
Proponent Costs and Remuneration	<ul style="list-style-type: none"> <li>Total fixed fee for the project</li> <li>Disbursement cost estimate</li> <li>Terms and conditions under which the Proponent might request a variation in the fixed fee</li> <li>Fee schedule for Proponent including titles and hourly rates for additional services</li> </ul>	30

## APPENDIX E – NORTH END SECONDARY PLAN BOUNDARY AREA

