



Request for Proposals

**OFFICIAL COMMUNITY PLAN AND ZONING BYLAW
UPDATES**

RFP No. OBMH 30-2024

CLOSING DATE: NOVEMBER 13, 2024

The District appreciates all proposal responses; however, only short-listed or successful candidates will be contacted. Status of award may be viewed at <https://www.bcbid.gov.bc.ca>.

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 OAK BAY AVENUE
VICTORIA, BC V8R 1G2

1.	INSTRUCTIONS TO PROPONENTS	4
1.1	Invitation	4
1.2	Background.....	4
1.3	Closing Time for Submission of Proposals	5
1.4	Not a Tender	6
1.5	Proposal Documents	6
1.6	Enquiries.....	6
1.7	Information Meeting.....	6
1.8	Addenda	6
1.9	Late Proposals	6
1.10	Amendments to Proposals	7
1.11	District's Right to Modify Terms and Negotiate	7
1.12	Examination of Contract Documents and Site.....	7
2.	PROPOSAL SUBMISSION FORM AND CONTENTS.....	7
2.1	Proposal Format	7
2.2	Electronic Submission Instructions.....	7
2.3	Signature	8
3.	EVALUATION AND SELECTION	8
3.1	Evaluation Team	8
3.2	Evaluation Criteria.....	8
3.3	Litigation	9
3.4	Additional Information.....	9
3.5	Multiple Preferred Proposals	9
3.6	Negotiation of Contract and Award.....	9
3.7	Acceptance of Proposals	9
4.	GENERAL CONDITIONS OF REQUEST FOR PROPOSAL	10
4.1	No District Obligation	10
4.2	PropONENTS EXPENSES	10
4.3	No Contract.....	10
4.4	Conflict of Interest	10
4.5	Solicitation of District Staff, Council Members, Contractors.....	10
4.6	Disclaimers/Limitations of Liability	10
4.7	Confidentiality	11
4.8	Ownership of Proposals and Freedom of Information	11

4.9 Local Time	11
4.10 Acceptance of Terms.....	11
5. DEFINITIONS	11
APPENDIX A - SCOPE OF WORK.....	13
1. Summary of Scope of Work	13
2. Project Phasing Overview.....	13
3. Work Areas.....	13
4. High Level Work Plan and Project Overview.....	18
5. Project Deliverables – Consultant and Staff.....	21
6. District Staff Deliverables	28
7. Out of Scope.....	29
8. Reference Materials.....	29
9. Budget	30
APPENDIX "B" – PROPOSAL EVALUATION PROCESS	31
APPENDIX C – PRO FORMA CONTRACT FOR SERVICES	36

SUBMITTAL FORMS:

SUBMITTAL FORM A - REFERENCES

1. INSTRUCTIONS TO PROPONENTS

1.1 Invitation

The District of Oak Bay (District) invites detailed Proposals from qualified consultants (the "Proponents") in accordance with these Proposal Documents (RFP No. OBMH 30-2024) for Official Community Plan (OCP) and Zoning Bylaw Updates. The Proposals will be evaluated for the selection of a consultant (or consultant firm) with the desire to enter into a contract (the "Contract") to provide the Services described in Appendix A Scope of Work.

The District invites proposals for consulting services to recommend and draft updates to the Official Community Plan and Zoning Bylaw by December 31, 2025.

The key elements of the project scope fall into two sections:

- Required updates to respond to the Provincial requirements as per the *Local Government Act*; and
- Supportive updates closely related to planning for housing, land use and growth management, such as transportation, commercial land use, climate, infrastructure, and the integration of plans and strategies for a robust community policy framework

1.2 Background

Provincial Legislation and Recent Changes

The Provincial legislative framework that guides municipal land management tools has shifted significantly within the past year, these shifts have informed the approaches for both the OCP and Zoning updates.

The starting point for the OCP Update is a Housing Needs Report (HNR). As a result of the 2023 amendments to the *Local Government Act*, changes were made to the timing and requirements for HNRs. Municipalities and regional districts must now prepare Interim HNRs by January 1, 2025, using the HNR Method to identify the 5- and 20-year housing need in their communities. Municipalities (but not regional districts) must then update their OCPs by December 31, 2025, to accommodate the number of housing units needed over the next 20 years.

In relation to the update of the OCP, the Province requires that Zoning Bylaws are also updated to accommodate and facilitate at least the 20-year housing needs. The Zoning Bylaw will create the regulatory framework to respond to the use and density of use needed to accommodate at least the 20-year number of total housing units required to meet anticipated housing needs as per the legislation. This means land may need to be pre-zoned based on new zones for mixed use or multi-unit residential use.

Alignment with Council Priorities

Enabling the creation of more diverse and affordable housing emerged as a formal Council priority in 2018 when Council included it as a key pillar within its Council Priorities Plan. In November of 2022, the incoming Council reconfirmed Housing as a key priority in their [Council Priorities Plan](#).

The District's [Housing Action Program](#) is comprised of a number of Council Priority Projects (CPP) that support implementation of Council direction and adherence to Provincial requirements related to Housing. The HAP aims to increase housing supply, create more

diverse housing choice and over time contribute to more affordable housing. This project is for CPP #75 Complete Mandated Five-Year Review of OCP and #76 Complete Mandated Pre-Zoning to implement an updated OCP.

Current OCP Context

The current OCP was adopted on September 9, 2014. The current OCP includes the following policy areas: regional context statement, climate change and energy, natural environment, land use, built environment, housing, commercial and mixed use, community institutional and social well being, parks and recreation, heritage, transportation, utilities and services, emergency management, implementation, development permit areas, and heritage conservation areas.

Over the past ten years there have been only three OCP Amendments adopted by Council. Compared to other communities, this demonstrates very little change to the OCP since 2014 and is reflective of a time period with little to no substantial land use changes in the community.

Current Zoning Bylaw Context

The District's Zoning Bylaw was adopted in 1986. The Zoning Bylaw has been amended 104 times. The current bylaw is complex, detailed, and layered in part due to its age and number of amendments. The last major update to the Zoning Bylaw took place in the spring of 2024 which saw the introduction of the Infill Housing Program and related changes, streamlining and clarifications.

Project Sign Off

On September 23, 2024 Council received the report titled "Council Project Sign Off for Council Priority Project #75 - Complete Mandated Five-Year Review of OCP and CPP #76 - Complete Mandated Pre-Zoning to Implement Updated OCP" and approved the Project Sign Off for Council Priority Project #75 - Complete Mandated Five-Year Review of OCP and CPP #76 - Complete Mandated Pre-Zoning to implement updated OCP.

A detailed project scope is provided in Appendix A.

1.3 Closing Time for Submission of Proposals

NOTE: Proposals will be accepted in electronic format only.

The Proponent will submit a PDF copy of each Proposal, in accordance with the instructions contained herein, using the following submission delivery method:

BC Bid Electronic Submission: Submit an electronic Proposal using BC Bid. Submissions must be in accordance with the requirements set out in of this RFP. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.

On or before the following date and time (the "Closing Time"):

Time: **2:00:00 pm (Local time)**
Date: **November 13, 2024**

The District reserves the right to extend the Closing Time at its sole discretion. Proposals must only be submitted electronically. Hard copy Proposals will not be accepted.

1.4 Not a Tender

This is a Request for Proposal and not a tender call.

1.5 Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, and telephone number to the District.

Please use and reference the above RFP number on all correspondence. Proponents are advised to read and respond appropriately to all sections of the RFP. Incomplete Proposals may be rejected at the sole discretion of the District.

1.6 Enquiries

All enquiries related to this RFP, including whether or not the Contract has been awarded, must be directed in writing to the contact person named below (the "District Representative"). Information obtained from any person or source other than the District Representative may not be relied upon.

Name: **Keith Hennessey; Procurement Consultant**
Email: purchasing@oakbay.ca

Enquiries should be made no less than fourteen (14) days prior to Closing Time. The District reserves the right not to respond to inquiries made less than fourteen (14) days prior to Closing Time. Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the District.

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue a written addendum to the Proponents and post the addendum on BC Bid website. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.7 Information Meeting

The District will not hold an information meeting regarding this Request for Proposal.

1.8 Addenda

If the District determines that an amendment is required to this RFP, the District will issue a written addendum that will be incorporated into and become a part of this RFP. **The addenda will be posted on BC Bid under the RFP. Proponents are responsible to check for any addenda on BC Bid.**

1.9 Late Proposals

Proposals received after the Closing Time will not be accepted or considered.

1.10 Amendments to Proposals

Proponents may revise or withdraw their Proposals by written amendment, provided they are delivered to the location set out in section 1.3 on or before the Closing Time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3.

1.11 District's Right to Modify Terms and Negotiate

The District, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The District also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the District considers to be in its best interests. For certainty and without limiting the foregoing, the District may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the Services to be provided by the Proponent.

1.12 Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2. PROPOSAL SUBMISSION FORM AND CONTENTS

2.1 Proposal Format

Your submission should be organized into the documents and file types listed below and submitted in accordance with Section 1.3 of this RFP:

- Cover Letter (pdf)
- The Technical Proposal file must include any Submittal Forms that are required as part of the submission. i.e.: references. (pdf)
- The Financial Proposal file must include **only** the Financial Proposal and any insurance or bonding documents required. (excel or pdf)
- Appendices – if required (any)

2.2 Electronic Submission Instructions

The District strongly encourages Proponents to submit their Proposal with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before the Closing Time. The maximum size of any attachment uploaded to BC Bid is required to be 500 MB or less.

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and BC Bid.

2.3 Signature

The Proposal must be signed by a person authorized to sign on behalf of the Proponent.

3. EVALUATION AND SELECTION

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Team. The Evaluation Team may consult with others including District staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal, which is most advantageous to the District, using the following general criteria:

1. Understanding of issues specific to this assignment approach (proposed work methodology), proposed level of effort, technical understanding, proposed work schedule related to engagement and reporting requirements, and sequence of work.
2. Experience and capability of firms and staff in similar assignments:
 - a. Experience in Urban Planning, OCP updates and Zoning Bylaw updates to align with legislative requirements,
 - b. Understanding of municipal government and familiarity with community planning, land development and housing projects, including affordable housing,
 - c. Experience with technical studies including market and financial analysis, land use capacity, retail and commercial analysis, underground infrastructure modelling and geospatial mapping and data sets.
3. Past performance of firm and staff as determined from the District and references with demonstrated ability to work cooperatively and collaboratively with the District (or similar municipal client).
4. Availability and commitment of resources including staff, office and technical support.
5. Fee schedule and total cost of services (upset fee) to the District.

See Appendix A for a more detailed scope of work. See Appendix B for more information on the evaluation process. Clarity and succinctness of the proposal will weigh in the evaluation process.

3.3 Litigation

In addition to any other provision of this RFP, the District may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the District, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its contractors and representatives and whether the District's experience with the Proponent indicates that there is a risk the District will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5 Multiple Preferred Proposals

The District reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the District may decide, and to select one or more Preferred Proponents to enter into discussions and / or negotiations with the District for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the District that might result or be achieved from the District dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.6 Negotiation of Contract and Award

If the District selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s) or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within thirty days, the District may, at its discretion at any time, thereafter, terminate negotiations with the Preferred Proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

3.7 Acceptance of Proposals

Proposals submitted must remain open for acceptance by the district for a minimum of sixty (60) calendar days after the submission after the Closing Time.

4. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

4.1 No District Obligation

This RFP does not commit the District in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFP.

4.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely upon such disclosure.

4.5 Solicitation of District Staff, Council Members, Contractors

Proponents and their agents will not contact any member of the District Council, District staff or District contractors with respect to this RFP, other than the District Representative named in section 1.6, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6 Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The District, its elected officials, appointed officers, employees, agents, contractors, and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the District. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The District, its elected officials, appointed officers, employees, agents, contractors, and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the District on a confidential basis as a result of or during the course of the RFP process.

4.8 Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the District, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a Proponent. However, the District specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation process.

4.9 Local Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the District local area network time.

4.10 Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

5. DEFINITIONS

The following definitions apply to this RFP:

- a) **"Consultant"** means the Proponent that signs a Contract with the District for the delivery of Services;

- b) "**District**" means the Corporation of the District of Oak Bay;
- c) "**Proponent**" means a Consultant or individual who intends or does submit a response to this RFP;

APPENDIX A - SCOPE OF WORK

1. Summary of Scope of Work

The key deliverables include an updated Official Community Plan and Zoning Bylaw documents with the changes that are required as per Provincial legislation and the supportive updates as defined by the District. The goal is to arrive at a land use framework that facilitates new housing in the community in ways that built upon the existing qualities of the District and respond to the community's current needs and preferences.

2. Project Phasing Overview

The following chart shows the timing and project phases for the OCP review and the Zoning Bylaw Review. Not shown, but part of the process is the start of Phase 1 in October of 2024 for the RFP process and gathering of base materials ahead of January 2024.

	2025											
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
CPP 75 OCP Review												
Phase 1: Project Initiation	■											
Phase 2: OCP Policy Directions Framework		■	■	■	■							
Phase 3: Draft OCP and Refinement						■	■	■				
Phase 4: OCP Finalization and Adoption									■	■	■	
CPP 76 ZB Review												
Phase 1: Project Initiation	■											
Phase 2: Draft Zoning Bylaw and Refinement		■	■	■	■	■	■	■				
Phase 3: Zoning Bylaw Finalization and Adoption									■	■	■	

The project will focus on the five work areas detailed below.

3. Work Areas

Work Area 1 - Accommodate for the 20-year housing needs and a diversity of types, tenure, unit size and affordability

Municipalities must complete an Interim Housing Needs Report, which is due January 1, 2025. After the Interim HNR, municipalities must review and update OCPs and Zoning Bylaws by December 31, 2025 to consider its most recent HNR and pre-zone for the number of units identified by the Interim HNR.

The statements, maps, and land use designations are expected to permit the number of housing units needed and as identified in the HNR over the next 20 years.

- Refresh the OCP to provide statements and map designations to provide for at least the 20-year total number of housing units required to meet anticipated housing needs as per the legislation
- Refresh policies so that they remain current and responsive to affordable housing, rental housing and special needs housing and other housing needs as identified in the HNR
- Linking work areas 1 and 2 to reinforce the existing direction in the OCP to develop complete communities
- Update multi-unit residential designation to include different scales of residential types including townhouses, low rise and mid-rise multi-unit buildings
- Review and update policies for site-specific development and housing opportunity sites including Cedar Hill Corner¹¹ and District owned sites either through high level policy and/or mapping schedules
- Revisions to elements of the Infill Housing Program as needed that respond to feedback from initial rollout
- Review and update the Zoning Bylaw to create an updated regulatory framework to respond to the use and density of use needed to accommodate at least the 20-year number of total housing units required to meet anticipated housing needs as per the legislation
- Consider options for monitoring of land capacity and housing production combined with phasing of additional designated lands for housing in relation to preferred growth patterns and availability of infrastructure and community facilities
- Pre-zone lands that reflect OCP designations for infill and low-rise multi-unit residential outside of village areas
- Undertake density bonusing and inclusionary zoning analysis to determine the viability and feasibility of this tool to deliver “affordable” housing units
- This scope would likely include but not be limited to revisions to the following OCP sections:
 - 4.3 Housing

The density bonusing and inclusionary zoning work would be done in coordination with the Financial Analysis

Work Area 2 – Update the land use and growth management framework

In order to manage and balance growth opportunities for increased residential density the growth management framework needs to consider not only to existing villages, commercial areas, and multi-family residential areas, but also infill opportunities within neighbourhoods, ensuring the provision of community amenities for a growing population.

The updated land use framework will position the District moving forward with the Village Area Planning program to focus on more detailed planning in these areas where there is anticipated to be more growth and change. As part of the updated framework attention will be given to thoughtful integrations and transitions of land uses both within the district between different land uses as well as along neighbouring municipal boundaries.

¹¹ The University of Victoria's Cedar Hill Corner property is 40.33 acres of land on the southeast side of the main Gordon Head campus adjacent to Cedar Hill Cross Road. The property is within the District of Oak Bay and is zoned for institutional use.

- To reinforce development patterns that support complete communities based around walkable neighbourhoods supported by transit and other forms of active transportation. Components include:
 - Reevaluate opportunities for Oak Bay to become a more compact complete community offering additional opportunities for residential, commercial and economic growth
 - Update associated land use designations and policies to align with and complement the Infill Housing Program Identify 'corridor', Village Areas and other strategic locations for higher density multi-unit residential aligned with transit and in particular future frequent transit service and other forms of active transportation, proximity to services and amenities, and other key attributes
 - Explore and evaluate the existing Oak Bay Village designation, Secondary Village and Corner Commercial areas to strengthen Oak Bay as a complete community network and provide economic opportunities for local shops and services while also considering mixed use in these nodes and ensuring that these designations are viable and deliverable
 - Consider using a phased approach to identify areas to sequence and focus growth in order to ensure infrastructure, assets and land use is responsibly managed
 - Review of home-based businesses
 - Review short term vacation rental regulations with the aim of increasing housing options
 - Review and revise urban design policies for village, multi-unit residential, mixed use, and commercial areas
 - Identify and designate areas where temporary uses may be allowed and specify general conditions regard the issue of temporary use permits in those areas
 - Review neighbouring municipalities long range plans and consult to ensure thoughtful integrations and transitions of land uses, hard infrastructure and natural infrastructure
 - Assess and ensure infrastructure servicing and future capital projects supports and aligns with the long-range plan, land use framework, and population projections
 - Assess and identify infrastructure, amenities and servicing needs to support future growth. This would inform future Parking Facilities Bylaw and Amenity Cost Charge and Development Cost Charge programs and bylaw revisions
- This scope would likely include but not be limited to revisions to the following OCP sections:
 - 1.6 Broad Strategies for Managing Growth
 - 2.5 Regional Context Statement
 - 4.1 Land Use
 - 4.4 Commercial and Mixed Use

- 5.0 Servicing our Community
- 8.3.2 Multi Unit Residential Development Permit Areas
- 8.3.3 Commercial and Mixed Use DPA
- Schedule B: Land Use Framework Map
- Schedule G: Multi Unit Residential Development Permit Area
- Schedule H: Commercial and Mixed Use Development Permit Area

Work Area 3 – Integrate recent district plans and strategies for a consistent and robust community policy framework

Since the adoption of the OCP in 2014 there are a number of initiatives, strategies and plans that have been adopted, received or endorsed by Council. There are also several under development or anticipated to be completed in 2024 and 2025 that would help inform the OCP update. Incorporating elements from these plans will strengthen the linkages of Oak Bay's community policy framework. These include but are not limited to the:

- Housing Needs Report (2020)
- Active Transportation Strategy (2023)
- Home Based Business Review (2024)
- Transit Future Plan (2011)
- Child Care Action Plan (2020)
- Urban Forest Management Strategy (2017)
- Community Risk Assessment: Hazards, Vulnerabilities and Risks of Major Emergencies (2024)
- Monitoring ongoing initiatives and plans and include in the OCP as appropriate
 - Complete Community Assessment (upcoming 2025)
 - Parks, Recreation and Culture Master Plan (upcoming 2024)
 - Interim HNR Update (2024)
- Technical Assessments and Reports that will underpin the review include:
 - Speed Limit Review (2015)
 - Sustainable Infrastructure Replacement Plan (2021)
 - Water Supply Master Plan (2019)
 - Sanitary Sewer Master Plan (2022)
 - Facilities Master Plan (2022)
 - Pedestrian and Sidewalk Masterplan (2023)
 - Storm Drain Master Plan (2024)
 - Land Capacity Analysis (2024)
 - Infrastructure Capacity Analysis (2024)
 - Retail and Commercial Analysis (2024)
- This scope would likely include but not be limited to revisions to the following OCP sections:
 - 2.6 Climate and Energy
 - 4.3 Housing
 - 4.5 Community Institutional and Social Well Being
 - 4.6 Parks and Recreation

- 5.1 Transportation
- 5.3 Emergency Management

Work Area 4 – Apply a climate lens and update GHG baseline and reduction targets

In 2007, the District of Oak Bay signed the BC Climate Action Charter which called for BC municipalities to voluntarily address climate change by reducing GHG emissions. That same year, the District integrated commitments to climate action within the Official Community Plan (OCP).

In 2019, the District declared a Climate Emergency, and in 2020, the District's Community Climate Action Working Group (CCAWG) developed a series of recommendations to address climate change. The District has been gradually increasing climate change efforts and has annually reported actions to the Province on progress

- Climate Action Planning is anticipated to be underway in 2025. Depending on the timing of this project high level aspects could be incorporated as appropriate. The OCP will remain high level and apply a climate lens whereas detailed action and initiatives would be identified in the Climate Action Plan.
- Update corporate GHG and community GHG emissions baseline for most recent year available
- Linking work areas 2 and 4 reinforce the existing direction in the OCP to develop complete communities
- This scope would likely include but not be limited to revisions to the following OCP sections:
 - 2.6 Climate Change and Energy
 - 3.0 Natural Environment
 - 4.2 Built Environment
 - 5.2 Utilities and Services
 - 8.0 Development Permit Areas

Work Area 5 - Integrate new demographic data and other relevant statistics and remove outdated information and policies

The current OCP draws extensively from 2011 Census data and the community engagement conducted in 2013 and 2014.

- Update demographic data based on the 2021 Canadian Census
- Incorporate other relevant data sources as appropriate
- Update overview and context sections where information is outdated
- Other formatting as needed to improve clarity (e.g. photos, illustrations, graphics, tables, document structure, numbering)
- Remove redundant, repetitive or policies that state obvious operational work items
- Update reference sections for the *Local Government Act*
- This scope would likely include but not be limited to revisions to the following OCP sections:
 - 2.4 Demographics

Work Area 6 - Update the Implementation Framework

Section 6.0 Implementation of the OCP outlines the current implementation and monitoring approach. The suggested approach is to track progress towards meeting the goals of the OCP ideally through an annual process, to date this has not been taking place

It will be important to monitor progress towards the OCP vision and ensure the OCP is an effective tool for guiding land use and planning decisions to meet the needs of the community. Now, with expectations around reporting intervals on housing targets, housing needs report, and OCP and Zoning Bylaw updates this is an opportune time start to lay the foundation to create a more consistent process to contribute to the organizations need to measure progress on an annual basis to identify emerging issues and update and adapt the framework.

This will focus on housing, climate, transportation, infrastructure and amenities that have a strong intersection with land use management and development

- Review and implementation actions section
- Review and update the preliminary indicators to align with current reporting practices
- This scope would likely include but not be limited to revisions to the following OCP sections:
 - Section 6.0 Implementation
 - 6.2 OCP Monitoring and Review

4. High Level Work Plan and Project Overview

4.1 The following table provides an overview of the project phases, timeline, engagement and key deliverables for updating the OCP (CPP #75).

Phase 1: Project Initiation	Phase 2: OCP Framework	Phase 3: Draft OCP and Refinement	Phase 4: OCP Finalization and Adoption
Sept 2024–Jan 2025	Feb - May	June - September	Oct – December 2025
Key Deliverables <ul style="list-style-type: none">○ Council Project Sign Off○ Work Plan○ RFP and award○ Project Charter○ Engagement and Communications Plan○ OCP Baseline Report	Key Deliverables <ul style="list-style-type: none">○ Bylaw and Policy Assessment Matrix○ OCP Framework Report<ul style="list-style-type: none">- Initial land use map, designations and growth management framework- Key policy directions and recommendations○ Technical Analysis<ul style="list-style-type: none">- financial land economic analysis	Key Deliverables <ul style="list-style-type: none">○ Draft Plan○ Internal review	Key Deliverables <ul style="list-style-type: none">○ Proposed OCP presented to Council○ Adopted OCP Bylaw

Engagement <ul style="list-style-type: none"> ○ Connect Oak Bay ○ Council Check-In 	Engagement <ul style="list-style-type: none"> ○ Internal workshops ○ Legislated Referral letters ○ Council Check-in ○ In Person Community Workshops (3) ○ Online Engagement ○ Phase 2 Engagement Summary and recommendations report 	Engagement <ul style="list-style-type: none"> ○ Open House Online and In Person ○ Advisory Commission Presentations ○ Council check-in ○ Phase 3 Engagement Summary and recommendation report 	Engagement <ul style="list-style-type: none"> ○ Inform public of council process ○ Public participation at Council
---	--	--	---

4.2 Key Deliverables Grant Chart for the OCP Update provides further details on proposed timing of key deliverables and engagement.

OCP Update	2025											
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Phase 1												
Project Charter												
Engagement Plan												
Council Check In												
Phase 2												
Internal workshops												
Bylaw Assessment Matrix												
OCP Framework Report												
Financial Land Economic Analysis												
Council Check-In (late March)												
Legislated Referrals												
Community Workshops (3)												
Online Engagement												
Phase 3												
Phase 2 Engagement Summary and recommendations report												
Draft OCP												
Internal Review												
Council Check In												
Advisory Commission Presentations												
Open House Online												
Open House In person												

Phase 4												
Phase 3 Engagement Summary and recommendations report												
Proposed OCP to Council												
Public Hearing												
OCP Bylaw Adopted												

4.3 The following table provides an overview of the project phases, timeline, engagement and key deliverables for updating the Zoning Bylaw (CPP# 76).

Phase 1: Project Initiation	Phase 2: Draft Zoning Bylaw and Refinement	Phase 3: Zoning Bylaw Finalization and Adoption
Sept 2024 – Jan 2025	February – September	October - December
Key Deliverables <ul style="list-style-type: none"> ○ Council Project Sign Off ○ Project Charter ○ Engagement and Communications Plan ○ Technical Analysis 	Key Deliverables <ul style="list-style-type: none"> ○ Bylaw Assessment Matrix ○ Report with high level Recommendations ○ Draft Zoning Bylaw ○ Internal review ○ Technical Analysis 	Key Deliverables <ul style="list-style-type: none"> ○ Proposed Zoning Bylaw presented to Council ○ Adopted Zoning Bylaw
Engagement <ul style="list-style-type: none"> ○ Connect Oak Bay ○ Council Check-in 	Engagement <ul style="list-style-type: none"> ○ Internal Workshops ○ Open House Online ○ Open House In Person ○ Advisory Commission Presentations ○ Council check-in (2) ○ Engagement Summary 	Engagement <ul style="list-style-type: none"> ○ Inform public of Council process ○ Public participation at Council

4.4 Key Deliverables Grant Chart for CPP #76 provides further details on proposed timing of key deliverables and engagement.

ZB Update	2025											
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Phase 1												
Project Charter												
Engagement Plan												
Council Check In												
Phase 2												
Bylaw Assessment Matrix												
Internal Workshops												
Zoning Bylaw Report High Level Recommendations												

Council Check In (late March)													
Community Workshops (3)													
Online Engagement													
Draft Zoning Bylaw													
Internal Review													
Council Check In													
Advisory Commission Presentation													
Open House Online													
Open House In Person													
Phase 3													
Phase 2 Engagement Summary													
Proposed ZB Presented to Council													
Public Hearing													
Adopted ZB													

5. Project Deliverables – Consultant and Staff

The deliverables aim to provide a strategic approach to meet the Provincially mandated timelines and requirements and include an updated OCP and responsive Zoning Bylaw that would create the regulatory framework to support the short- and long-term goals of the Plan. The deliverables and associated timelines are described below including division of responsibilities expected of consultants and staff:

1. Project Initiation and Refining the Work Plan Dec 2024 - Jan 2025

This includes the formation of the project team (consultants and District staff). The consultants will review the reference materials, the project team will determine a suitable meeting schedule. Consultants will prepare a detailed project work plan outlining the tasks to support the deliverables, this will be reviewed and refined by staff and finalized by the consultant.

- a) Consultant Deliverables: Detailed project work plan with tasks, timing and assigned individuals in excel format, set meeting schedules in calendar, consultant to prepare agenda for project team meetings and send calendar meetings
- b) Staff Deliverables: Provide background materials (bylaws, plans, shapefiles), corporate design guidelines, review and comment on project work plan, review agendas and attend project meetings

2. Engagement and Communications Plan January

This plan will set out the high-level approach to engagement to complement the work plan and key deliverables. It will identify communications and engagement approaches. It will identify what aspects of the strategic update will be consulted on and what aspects we will be informing on. It will identify key messages and a timeline for communications and engagement activities. The engagement will focus on engaging on key aspects of the OCP that the community can have influence over, the technical aspects of the Zoning

Bylaw will not be a focus of public engagement as the Zoning Bylaw will be the tool to implement the collective community vision and goals.

Note: The District will be contracting a communications and engagement consultant to support the Housing Action Program which includes this project. There is an expectation that this consultant will, as needed, attend meetings, form part of the project team in helping the District reviewing, developing and executing communications and engagement materials.

- a) Consultant Deliverables: Draft engagement and communications plan in word format, provide to District staff for review, and finalized engagement and communications plan in pdf format, consultant attendance at Council meeting (either in person or remote), draft presentation for Council on the communications and engagement plan (PowerPoint) and finalized presentation following District staff review (PowerPoint)
- b) Staff Deliverables: Review and comment on draft engagement and communications plan, review and comment on draft presentation for Council, provide documents for Council agenda

3. Internal Workshops (2) February - March

Internal workshops will be held with key District staff from engineering, parks, public works, building, and planning to gather insights on the respective areas of expertise in relation to the relevant work areas.

- a) Consultant Deliverables: Design workshops and associated agenda, gather feedback and use it to inform recommendations for updates to the OCP and Zoning Bylaw
- b) Staff Deliverables: Provide list of staff, organize invites, and book room or organize virtual meeting

4. Bylaw Assessment Matrix February

A detailed matrix cross referencing the required and supportive updates as they relate to the six work areas and identify the weaknesses and opportunities and proposed approaches to update the OCP and Zoning Bylaw. This will start to inform the OCP Framework and Zoning Bylaw update recommendations.

- a) Consultant Deliverables: bylaw assessment matrix for the OCP and Zoning Bylaw (excel)
- b) Staff Deliverables: review and comment on bylaw assessment matrix for OCP and Zoning Bylaw

5. OCP Framework Report February - March

This report will include an analysis of background documents, technical analysis and modelling, current context and challenges and a proposed land use and growth management framework that will respond to the housing and community needs. Key policy directions and recommendations will be presented that complement the land use and growth management framework. This report will provide a strong foundation and rationale and present the draft concepts, key policy directions and recommendations for the framework of the OCP update.

- a) Consultant Deliverables: Draft OCP Framework report in word format with

associated mapping (pdf and GIS shapefiles), final draft of OCP Framework Report in InDesign and pdf format with revised mapping (pdf and GIS shapefiles)

- b) Staff Deliverables: Review and comment on Draft OCP Framework report and mapping

6. Zoning Bylaw High Level Recommendations Report **February - March**

This report will include an analysis of the Zoning Bylaw and recommendations that complement the proposed land use and growth management framework for the OCP that responds to housing and community needs. The key policy directions and recommendations presented in the OCP framework would be translated into recommendations that support ease of implementation including a regulatory framework to respond to a diversity of housing types, tenures and unit sizes.

- a) Consultant Deliverables: Draft Zoning Bylaw High Level Recommendations report in word format with associated mapping (pdf and GIS shapefiles), final draft of Zoning Bylaw High Level Recommendations Report in InDesign and pdf format with revised mapping (pdf and GIS shapefiles)
- b) Staff Deliverables: Review and comment on Draft Zoning Bylaw High Level Recommendations Report and mapping

7. Financial Land Economic Analysis **February – March**

This analysis will focus on a number of test sites around the District and would calculate the residual land value per square foot buildable (PSFB) that is supported by new strata and rental construction (with some mixed-use components) at varying scales, accounting for different land values.

This analysis would also evaluate the feasibility of density bonusing on certain sites and/or densities and the potential for this tool to deliver affordable housing units. To reflect the reality that economic conditions can change quickly, and that the development environment in the near future and long term can fluctuate. This will help inform the land use framework to ensure a suitable amount of land is available, viable and deliverable and could be feasibly built for different housing types and tenures including affordable units as well as for commercial and retail.

- a) Consultant Deliverables: Draft financial economic analysis for at least 10 test sites around the District, final financial land economic analysis for test sites
- b) An evaluation of density bonusing
- c) Staff Deliverables: Help select test sites and review findings of draft financial land economic analysis

8. Council Check In **Late March**

This Council check in will present the OCP Framework Report and the Zoning Bylaw Report High Level Recommendations Report to Council for review, comment and endorsement of the recommendations. Council would also be updated on the approach to engagement and provided with information on the upcoming community workshops and online engagement. Consultants and District staff would provide a joint presentation to Council on these items

- a) Consultant Deliverables: Consultant attendance at Council meeting (either in

person or remote), draft presentation for Council on the key findings from the OCP Report and Zoning Bylaw High Level Recommendations Report and outline approach to engagement (PowerPoint) and finalized presentation following District staff review (PowerPoint)

- b) Staff Deliverables: draft and finalize staff report, lead internal review of OCP and Zoning Bylaw report, review and comment on draft presentation for Council, provide documents for Council agenda

9. Community Workshops (3)

April - May

Together the consultants and District staff would design the community workshops to focus on the key aspects of the OCP Framework that would most benefit from public consultation. Thoughtful design of integrating the elements that are key to inform, consult and involve the public on. These in person workshops will be interactive and engaging with a range of tools to ensure feedback can be gathered in multiple ways to respond to a diversity of engagement preferences from participants.

- a) Consultant Deliverables: Lead the design of workshops, event plan and associated agenda, develop workshop materials (boards, maps, feedback mechanisms) in InDesign and pdf, finalize workshop materials (InDesign and pdf), consultant attendance in person, gather and collate detailed feedback and theme key takeaways
 - b) Staff Deliverables: Organize and book venues, create promotional and communication materials, responsible for review and comment on proposed design of workshop, event plan and associated agenda, review and comment on workshop materials, print materials, upload digital materials online, staff attendance at workshops

10. Online Engagement

April - May

Together the consultants and District staff would design the online engagement to mirror the community workshops to focus on key aspects of the OCP Framework that would benefit most from public consultation. Thoughtful design of integrating the elements that are key to inform, consult and involve the public on. The online engagement should be interactive, innovative and engaging with tools that allow participants to self guide through the activity.

- a. Consultant Deliverables: Lead the design of the online engagement and associated materials, available for troubleshooting any technical issues associated with the online engagement tool, gather and collate detailed feedback and theme key takeaways
 - b. Staff Deliverables: Support the design of the online engagement and associated materials, create promotional and communication materials for online engagement

11. Engagement Summary and Recommendations Report

June - July

This document would summarize engagement activities from Phase 2 of the OCP update and feedback received. It would highlight the key takeaways from engagement and articulate how this shaped recommendations and informed the revisions included in the draft OCP and draft Zoning Bylaw for Council consideration.

- a. Consultant Deliverables: draft Engagement Summary and Recommendations

- report (word format) with associated mapping (pdf), final Engagement Summary and Recommendations report (InDesign and pdf) and associated mapping (shapefiles and pdf)
- b. Staff Deliverables: review draft Engagement Summary and Recommendations Report (word format) and associated mapping (pdf), lead internal review of draft Engagement Summary and Recommendations report

12. Draft Zoning Bylaw

April - July

The document would be a Draft Zoning Bylaw document reflecting the suggested revisions in alignment with the OCP Framework report and revised recommendations captures in the Phase 2 Engagement Summary and Recommendations report.

- a) Consultant Deliverable: draft revisions to the Zoning Bylaw and maintain version control – create a tracked changes/red lined version and clean version (word format), create a summary table of key changes/table of concordance for changes to section numbers (word format)
- b) Staff Deliverable: review and comment on draft Zoning Bylaw and summary table/table of concordance, lead internal review process with key members of District staff

13. Draft Official Community Plan

June - July

This document would be a tracked changes version of the current OCP and include the suggested revisions in alignment with the OCP Framework Report and revised recommendations captured in the Phase 2 Engagement Summary and Recommendations report.

- a) Consultant Deliverables: draft revisions to the OCP Bylaw and maintain version control -create a tracked changes/red lined version and clean version (word format), create a summary table of key changes/table of concordance for changes to section numbers (word format)
- b) Staff Deliverables: review and comment on draft OCP Bylaw and summary table/table of concordance and lead internal review process with key members of District staff

14. Council Check In

August

This Council check in will present the Engagement Summary and Recommendations Report from Phase 2 of the OCP Update and how feedback was used to shape the recommendations and inform the draft OCP and draft Zoning Bylaw. These documents will be presented to Council for review, comment and endorsement of the recommendations. Council would also be updated on the approach to engagement and be provided with information on the upcoming in person and online open houses. Consultants and District staff would provide a joint presentation to Council on these items

- a) Consultant Deliverables: draft presentation for Council on the engagement summary and recommendations report that informed the draft OCP and draft Zoning bylaw (PowerPoint) and finalized presentation following District staff review (PowerPoint), Consultant attendance at Council meeting (either in person or remote), shared presentation and Q&A with Council

- b) Staff Deliverables: draft and finalize staff report, lead internal review of Engagement Summary and Recommendations report, review and comment on draft presentation for Council, provide documents for Council agenda, staff attendance at Council meeting, shared presentation and Q&A with Council

15. Open House In Person **September**

Together the consultants and District staff would design the open house to focus on key aspects of recommendations for the draft OCP and draft Zoning Bylaw. The open house will be held in a large venue to accommodate all who wish to attend.

- a) Consultant Deliverables: draft open house event plan (word format), draft open house materials (InDesign, pdf), finalize open house materials (InDesign, pdf), consultant attendance in person, collate and gather feedback to include in the engagement summary and recommendations report
- b) Staff Deliverables: book venue, create promotional and communication materials, review and comment on open house event plan, print and supply hard copy materials (e.g. open house boards, easels, stationary), staff attendance in person

16. Open House Online **September**

Together the consultants and District staff would design the online open house to mirror the in person open house to focus on key aspects of recommendations for the draft OCP and draft Zoning Bylaw. The online open house will be in a webinar format with Q&A and be recorded so that it can be posted on the District's Connect Oak Bay engagement platform.

- a) Consultant Deliverable: draft presentation for open house on the engagement summary and recommendations report that informed the draft OCP and draft Zoning Bylaw (PowerPoint), finalized presentation following District staff review (PowerPoint), consultant attendance, shared presentation and participation in Q&A with staff, hosting webinar on consultant's platform (e.g. Zoom), consultant to record online open house (MP4 format)
- b) Staff Deliverables: create promotional and communications materials, staff attendance, shared presentation and participation in Q&A with consultant

17. Engagement Summary and Recommendations Report **October**

This document would summarize engagement activities from Phase 3 of the OCP update and Phase 2 of the Zoning Bylaw Update and feedback received. It would highlight the key takeaways from engagement on the draft OCP and draft Zoning Bylaw and articulate the recommendations that were incorporated into the proposed OCP and ZB for Council consideration.

- a) Consultant Deliverables: draft Engagement Summary and Recommendations report (word format) with associated mapping (pdf), final Engagement Summary and Recommendations report (InDesign and pdf) and associated mapping (shapefiles and pdf)
- b) Staff Deliverables: review draft Engagement Summary and Recommendations Report (word format) and associated mapping (pdf), lead internal review of the Engagement Summary and Recommendations report and provide feedback to consultant

18. Council Check In November

This Council check in will present the Engagement Summary and Recommendations Report from Phase 3 of the OCP update and Phase 2 of the Zoning Bylaw update and feedback received. It would highlight the key takeaways from engagement on the draft OCP and draft Zoning Bylaw and articulate the recommendations that were incorporated into the proposed OCP and Zoning Bylaw being presented to Council for consideration. The proposed OCP would be presented with a recommendation to Council that it be given first and second reading. The proposed Zoning Bylaw would be presented with a recommendation to Council that it be given first, second and third reading. Consultants and District staff would provide a joint presentation to Council on these items.

- a) Consultant Deliverable: draft presentation for Council on the engagement summary and recommendations report that informed the proposed OCP and proposed Zoning bylaw (PowerPoint) and finalized presentation following District staff review (PowerPoint), consultant attendance at Council meeting (either in person or remote), shared presentation and Q&A with Council
- b) Staff Deliverable: draft and finalize staff report, review and comment on draft presentation for Council, provide documents for Council agenda, staff attendance at Council meeting, shared presentation and Q&A with Council

19. Proposed Official Community Plan November

This would be the proposed OCP Bylaw presented to Council for first and second reading. Council could amend the bylaw at second reading. Staff would be looking to Council to direct staff to schedule a public hearing on the proposed OCP Bylaw.

- a) Consultant Deliverable: draft revisions to the proposed OCP Bylaw and maintain version control – create a tracked changes/red lined version and clean version (word format), create a summary table of key changes/table of concordance for changes to section numbers (word format), apply any Council directed revisions at second reading and provide revised proposed OCP (InDesign and pdf format)
- b) Staff Deliverable: review and comment on draft proposed OCP Bylaw and summary table/table of concordance, lead internal review process with key members of District staff, draft cover page for amendment bylaw and attach proposed OCP bylaw as a schedule, prepare documents for public hearing and statutory notification

20. Proposed Zoning Bylaw November

This would be the proposed Zoning Bylaw presented to Council for first, second and third reading. Council could amend the bylaw at second reading. Staff would be looking to Council to direct staff to schedule a public hearing on the proposed Zoning Bylaw

- a) Consultant Deliverable: draft revisions to the proposed Zoning Bylaw and maintain version control – create a tracked changes/red lined version and clean version (word format), create a summary table of key changes/table of concordance for changes to section numbers (word format), apply any Council directed revisions at second reading and provide revised proposed Zoning Bylaw – (InDesign and pdf format)

- b) Staff Deliverable: review and comment on draft proposed Zoning Bylaw and summary table/table of concordance, lead internal review process with key members of District staff, draft cover page for amendment bylaw and attach proposed Zoning Bylaw as a schedule to the bylaw, prepare documents for public hearing and statutory notifications.

6. District Staff Deliverables

District staff will lead the following elements of the project:

- | | |
|----------------------------------|----------------------|
| 1. Background Information | December 2024 |
|----------------------------------|----------------------|

Provide to the consultants digital files of background reference materials, bylaws, plans, initiatives, reports, mapping and associated files necessary to inform the project and associated recommendations and bylaw updates.

- | | |
|---------------------------|----------------------|
| 2. Project Charter | December 2024 |
|---------------------------|----------------------|

The Project Charter will be developed by staff and is an internal working document. It will provide a project overview, define project resources and details, project deliverables and milestones, communications considerations, operational impacts.

- | | |
|--------------------------------|-----------------------------|
| 3. Legislated Referrals | April & November |
|--------------------------------|-----------------------------|

As per the *Local Government Act* s. 475 the local government must consider whether consultation is required with the board of the regional district, adjacent municipalities, first nations, boards of education, and provincial and federal governments or their agencies. District staff will send letters to these groups within Phase 2 of the OCP Update. The Regional Context Statement (RCS), as required under Part 13 of the *Local Government Act*, it specifically identifies the relationship of the OCP and how it is consistent or intends to be consistent over time with the RGS. Any amendments to the RCS must be referred to the CRD Board following first and second reading of the OCP Bylaw and the Board must respond whether or not it accepts or refuses to accept the RCS.

- | | |
|---|------------------|
| 4. Advisory Commission Presentations | September |
|---|------------------|

District staff will present the Engagement Summary and Recommendations Report from Phase 2 of the OCP Update including how feedback was used to shape the recommendations and inform the draft OCP and draft Zoning Bylaw.

The content will be tailored to the commission's focus area to inform the commissions and gather feedback on the draft OCP and draft Zoning Bylaw. Staff will provide feedback to the consultant to incorporate in the Engagement Summary and Recommendations report.

- | | |
|------------------------|-------------|
| 5. Legal Review | July |
|------------------------|-------------|

District staff will lead the legal review of the draft OCP and draft Zoning Bylaw and provide the results to the consultant for consideration and incorporation.

6. Public Hearing **November or December**

District staff would be looking to Council to direct staff to schedule a public hearing on the proposed OCP and Zoning Bylaw.

7. Bylaws Finalized **January 2026**

District staff would ensure the signed and executed OCP and Zoning Bylaws were consolidated and available on the District's website.

7. Out of Scope

Given the expedited timeline it will be important to adhere to a focused scope. There will be another opportunity to review the OCP in 2030 and given the ongoing requirement that the OCP be updated every five years; it will truly become a living document.

The following items are currently out-of-scope for this OCP and Zoning Bylaw Update:

1. Updating the vision and goals of the OCP
2. Significant changes to guidelines and mapping of the Natural Environment Development Permit Areas (Watercourses Development Permit Area, Shorelines Development Permit Area and Hazardous Conditions Development Permit Area)
3. Detailed action or implementation policies that are more appropriately placed in other documents, strategies, plan and initiatives
4. Adding new Development Permit Areas
5. Detailed designs, the OCP is a high-level document intended to provide overarching policy guidance
6. Flood construction levels and sea level rise
7. Updates to sections of the OCP that do not fall within the work areas
8. Additional engagement including neighbourhood scale planning and engagement exercises
9. A comprehensive OCP review
10. Significant changes to the Prospect Heritage Conservation Area other than needed to align with the Infill Housing Program/Small Scale Multi-Unit Housing and respond to the updated land use framework
11. Detailed Village Areas Planning efforts
12. Developing GHG baseline and associated targets

8. Reference Materials

The OCP is an important policy document for the District, and all bylaws enacted must be consistent with the OCP pursuant to the *Local Government Act*. The District's Zoning Bylaw and OCP are the primary tools used to manage land use – a core function of local governments. The OCP is a long-range planning document that guides Council's decisions and must provide adequate capacity for population and employment growth, while the Zoning Bylaw which applies to residents regulates current uses and new development and serves as a primary mechanism for realizing the vision and objectives of the OCP.

Since the adoption of the OCP in 2014 there are a number of initiatives, strategies and plans that have been adopted, received or endorsed by Council. There are also several under

development or anticipated to be completed in 2024 and 2025 that would help inform the OCP update.

Incorporating elements from these plans will strengthen linkages to the District's strategic policy framework.

- These include but are not limited to the:
 - Transit Future Plan (2011)
 - Urban Forest Management Strategy (2017)
 - CRD Regional Growth Strategy (2018)
 - Housing Needs Report (2020)
 - Child Care Action Plan (2020)
 - Interim Housing Needs Report (by January 1, 2025)
 - Active Transportation Strategy (2023)
 - Home Based Business Review (2024)
 - Community Risk Assessment: Hazards, Vulnerabilities and Risks of Major Emergencies (2024)
- Monitoring ongoing initiatives and plans and include in the OCP as appropriate
 - Community Climate Action Plan (upcoming 2024/2025)
 - Complete Community Assessment (upcoming 2024/2025)
 - Parks, Recreation and Culture Master Plan (upcoming 2024/2025)
- Technical Assessments and Reports that will underpin the review include:
 - Speed Limit Review (2015)
 - Sustainable Infrastructure Replacement Plan (2021)
 - Water Supply Master Plan (2019)
 - Sanitary Sewer Master Plan (2022)
 - Facilities Master Plan (2022)
 - Pedestrian and Sidewalk Masterplan (2023)
 - Storm Drain Master Plan (2024)
 - Land Capacity Analysis (2024)
 - Infrastructure Capacity Analysis (2024)
 - Retail and Commercial Analysis (2024)

9. Budget

The District has established a total budget of up to \$450,000, which will be inclusive of all costs, excluding GST.

APPENDIX “B” – PROPOSAL EVALUATION PROCESS

Evaluation of Proposals will be by a committee formed by the District and will include employees of the District. All evaluators will be bound by the same standards of confidentiality. The District's intent is to enter into a Contract with the Proponent who has submitted the best offer based on the needs of the District.

Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

Evaluators are only able to evaluate information that has been included in a Proponent's Proposal. Information that is known to evaluator(s) or information that is available on the internet or from other public sources cannot be considered during the evaluation process.

1. Evaluation Stages

1.1. Stage One - Mandatory Criteria

Item #	Mandatory Criteria
1	The Proposal must be received at the Delivery Location before the Closing Date and Time specified in Section 1.3 Closing Time for Submission of Proposals. Late Proposals will not be considered.
2	The Proposal must be signed by a person authorized to sign on behalf of the Proponent as per Section 2.3 Signature

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

1.2. Stage Two – Weighted Criteria

Your submission should be organized into the documents and file types listed below:

- Cover Letter (pdf)
- The Technical Proposal file must include any Submittal Forms that are required as part of the submission. i.e.: references. (pdf)
- The Financial Proposal file must include **only** the Financial Proposal and any insurance or bonding documents required. (excel or pdf)
- Appendices – if required (any)

Evaluation Criteria

The following items should be included in your proposal submissions and ***will be the basis for evaluation***. Information should be provided sequentially as shown:

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

Cover Letter *0 points*

- Should identify the primary contact
- Should contain company name, address, website, telephone number, email address and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Should acknowledge any addendums issued for this Request for Proposal.

Proposal Submission *5 points*

The quality of the proposal should demonstrate the Proponent's ability to organize and present a complete document, such as:

- All of the necessary information is included and easy to locate;
- Graphics and figures are useful in conveying information;
- The document reads well and is concise; and
- The document is visually appealing.

Qualifications *20 points*

- Provide qualifications and resume for the Project Manager who has the overall responsibility for the project. The Project Manager should designate the backup person to act on their behalf during holidays, sickness, etc.
- Provide qualifications and resume of the key staff or any key sub-consultants in each discipline who will be involved in the project; their duties and their role in the project.

Knowledge and Experience *30 points*

- The proposal should demonstrate the knowledge and experience of the individual proposed as Project Manager as well all required specialists and experts that may be necessary to complete the work.

- The proposal should demonstrate their team has the expertise and experience in projects of similar scope, size and complexity and are familiar with challenges of the project including urban planning, OCP and Zoning Bylaw updates, land use and growth management, site planning, public consultation, transportation networks, communications, project management.
- The proposal should demonstrate their team has the expertise and experience interpreting and applying technical reports, statistics and demographic data, undertaking financial land development analysis, geospatial data, mapping and indicators, interpreting and applying climate and GHG data.
- The proposal should demonstrate an understanding of the project requirements provided in a clear, concise and consistent proposal.
- The proposal should show an understanding of consultative process with the community and communication complex technical information in an accessible way.
- Provide a matrix with a minimum of three (3) projects for each team member, highlighting their previous experience in their area of specialty.
- Provide 2 electronic copy samples of other completed studies. One should demonstrate experience with OCP related work and the other should demonstrate zoning or regulator work. (These reports will be kept confidential.)

Project Understanding and Innovation

15 points

- Proponents shall outline an approach to the undertaking of the project reflecting a clear understanding of the Scope of Work.
- Demonstrate your understanding of the project by describing key issues and potential resolutions.
- Outline your abilities to use creative solutions, innovations, methodology or other traits that will allow your firm to successfully complete this project.

Methodology and Work Plan

20 points

- Proponents should provide their methodology and work plan to achieve the program objectives and timelines.
- Provide an indication of the time commitment and availability for this project, with a Gant style report of the project including timeline that outlines dates or number of days for each stage of the proposal.
- Provide cost control procedures and the Proponent's method for monitoring the project timeframe, quality of workmanship and budget.

- A separate Excel style table should be included which details project tasks. The table should include expected number of hours to achieve each task broken down by the individual(s) anticipated to complete each task.
- Describe the contingency plan that would be applied to recover from any delay in the work to achieve the delivery dates.

Fee Proposal (submitted as a separate excel or pdf file)

10 points

Proponents should provide a fee proposal, preferably in an Excel styled spreadsheet, including a detailed explanation of the makeup of the total cost for this project including:

- breakdown of project tasks for personnel responsible, number of hours, total number of staff hours, hourly rates and total proposal costs;
- submit a schedule of hourly rates should additional services be required;
- list of expected expenses, disbursements and any other probable costs; and
- all applicable value added taxes.

1.3. Stage Three - Reference Checks

Using the References Form, Submittal Form A, provide a minimum of two client (2) references for similar requirements including the start and end dates of when the services were provided.

The references of the Preferred Proponent may be contacted to validate any part of the Proposal. The District reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent. Past working history with the District, if applicable, will be considered in the evaluation of any Proponent.

The District will not enter into a Contract with any Proponent whose references, in the District's sole opinion, are found to be unsatisfactory.

2. Evaluation and Scoring Procedure

Technical merit (i.e. Capabilities and Approach, etc) is awarded a maximum score of 90 points and price (i.e. Submittal Form A) is awarded a maximum of 10 points, for a total potential of 100 evaluation points. Technical Proposals will be evaluated before any Financial Proposals are opened.

Technical Proposals must achieve a score of at least 63 points (70%) to be considered "technically qualified". Financial Proposals for firms failing to achieve the minimum technical score will not be opened.

The Financial Proposal with the lowest price offered will be awarded all the points allocated to price. All other Financial Proposals will be evaluated using the following formula:

Lowest Financial Proposal / This Financial Proposal x points available.

The score for each Proponent' Financial Proposal will be added to the Technical Proposal score, resulting in the Proponent's total score. The Proponent receiving the highest total score will be judged to have the best value to the District and will become the Preferred Proponent.

3. Costs Included in Proposal Evaluation

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the Proposal evaluation.

4. Debriefing

Subsequent to the Contract award, all other Proponents have the right to receive a debriefing on the strengths and weaknesses of their Proposal.

APPENDIX C – PRO FORMA CONTRACT FOR SERVICES

This AGREEMENT dated for reference and made as of the (date)

BETWEEN:

THE DISTRICT OF OAK BAY

2167 Oak Bay Avenue

Victoria, BC V8R 1G2

Fax No. 250-598-9108

(‘The District’, ‘we’, ‘us’ or ‘our’ as applicable)

OF THE FIRST PART

AND:

CONSULTANT’S NAME

ADDRESS

EMAIL

(‘Consultant’, ‘you’ or ‘your’ as applicable)

OF THE SECOND PART

WHEREAS:

- A. The District called for proposals for the provision of consulting services for (Contract No.) (the "Project"), and the Consultant in reply submitted a proposal dated (Date). A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant’s proposal is attached as Schedule "D" Technical Proposal and Schedule "E" Financial Proposal to this Agreement.
- B. The District has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule ‘A’ to this Agreement (the "Services") to the District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the District and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "Agreement"), agree as follows:

CONSULTANT’S OBLIGATIONS:

- 1. Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
- 2. Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and

expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

3. **Confidentiality** You must not disclose any information, data or secret of the District to any person other than representatives of the District duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the District any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or willful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing,

you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.

- 10. Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
- 11. Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
- 12. Legal Relationship** The legal relationship between you and the District arising pursuant to this Agreement is that of an independent Consultant and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employee.
- 13. Agent** You are not and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of Services pursuant to this Agreement.

PAYMENT

- 14. Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
- 15. Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

- 16. For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

17. For Absence If for any reason you are unable to provide the Services using the individuals or sub-consultants named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.

18. Suspension If your Services are suspended by the District at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the District to terminate this Agreement upon giving written notice thereof to the District. In such an event, you shall be paid by the District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.

19. With Notice If we are unwilling or unable to proceed with the Project, we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. Client to Provide Information We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the District, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the District's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the District in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to Proponents, the review of proposals, or the carrying out of the District's responsibilities under this Agreement.

21. Client to Respond We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.

- 22. Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
- 23. Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
- 24. Waiver** Except as may be specifically agreed in writing, no action or failure to act by the District or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
- 25. Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the District and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the District and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the District and the Consultant.
- 26. Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
- 27. Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
- 28. Designation of Parties** In this Agreement, "we", "us" and "our" refer to the District alone and never refer to the combination of the Consultant and District. The combination of the District and the Consultant is referred to as "the parties".
- 29. Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
- 30. Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 31. Time** Time is of the essence in this Agreement.

32. Enurement This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

33. Arbitration All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the District and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.

34. No Conflict of Interest No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the District or the Consultant.

35. Nominees If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

36. District Representative We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "District Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the District Representative in the place and stead of any person previously designated.

37. Project Manager You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

38. Notice Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until

actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

The District of Oak Bay by its authorized signatories:

(Name) by its authorized signatories:

SCHEDULE “A”

SERVICES AND FEES

1 TERM

The term of this Agreement commences [“on the date of execution”].

The Consultant shall provide the Services and any associated deliverables on the agreed-upon schedule between the Consultant and us, based on an updated schedule by the Consultant and agreed-upon by us in writing, or as otherwise directed by us. Changes to the schedule of services or deliverables can occur by us in writing at any time. Schedule changes by us do not attract additional compensation, but in our sole discretion, we can extend the end date of this Agreement where warranted.

2 SERVICES

The Consultant will complete [describe the Services]. The Consultant will undertake the Services requested in the request for proposal, herein attached as Schedule “C”, and outlined in the Consultant’s Technical Proposal, herein attached as Schedule “D”.

3 MAXIMUM AMOUNT PAYABLE:

The maximum amount payable for this project is \$_____ plus GST, as per the pricing set out in the Financial Proposal, herein attached as Schedule “E”.

4 FEES

Fees shall be billed at the hourly rates set out in the Financial Proposal (Schedule “E”), to an uppermost maximum for each item or individual listed. If the Consultant provides the Services for less than the estimated hours, then fees for that item will be reduced proportionally.

Additional Work

Additional work shall be billed at the hourly rates provided in the Financial Proposal (Schedule “E”). No additional work shall be undertaken without express written consent of the District and a quote provided in advance of commencing such work. The additional work shall be governed by the rates and terms of this contract.

5 EXPENSES

None.

6 INVOICES

In order to obtain payment of any fees and expenses under this Agreement, the Consultant must deliver to the District at the end of each month, or if the Consultant completes the Services before that time, on the completion of the Services, a written invoice in a form satisfactory to the District containing:

- (a) the Consultant’s legal name and address;
- (b) the date of the statement;
- (c) the Consultant’s calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Consultant claims fees have been completed;

- (d) the Consultant's calculation of all applicable taxes payable by the District in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the District.

7 PAYMENT

Within 30 days of the District's receipt of the Consultant's written invoice delivered in accordance with this Schedule, the District must pay the Consultant the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the District as required to obtain the discount.

[NB: Depending on the nature of the work, District often takes a right of set-off if defects or defaults cannot be remedied within 15 days]

SCHEDULE “B”

- 1.0 The Consultant shall, at his own expense, provide and maintain until the completion of the Services the following insurance in a form acceptable to the District with an insurer licensed in British Columbia:

1.1	Commercial General Liability per occurrence	2,000,000
1.2	Professional Liability	2,000,000
1.3	Automobile Insurance (owned and non-owned)	2,000,000

Commercial General Liability policies shall name the District as an Additional Insured and include Cross Liability. Commercial General Liability policies shall provide thirty (30) Days written notice of cancellation or material change in coverage.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District.

- 2.0 The Consultant shall provide the District with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
- 3.0 Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnify provisions set forth herein.

SCHEDULE “C”

CALL FOR PROPOSALS

SCHEDULE “D”

TECHNICAL PROPOSAL

SCHEDULE “E”
FINANCIAL PROPOSAL

SUBMITTAL FORM “A”- REFERENCES
OBMH 30-2024
OFFICIAL COMMUNITY PLAN AND ZONING BYLAW UPDATES

Provide at least two recent (within the last 5 years) references that show specific relevance to this project. Provide project name, project date/duration, project location, contract name, contact title/position, phone number and fax number. Indicate names of key personnel used on the referenced projects that will be involved on this project.

Reference 1	
Name of Organization	District of North Cowichan
Address of Organization	7030 Trans-Canada Highway, Duncan, BC V9L 6A1
Contact Person	Rob Conway
Contact Person's Title	Director, Planning and Building
Contact Person's Tel and Email	250-746-3178 rob.conway@northcowichan.ca
Contract Start and End Dates	Feb 2020 to Jul 2022

Description of similar project:

MODUS was the lead consultant for the Municipality of North Cowichan's update to its OCP. The process was named "ThinkForward" to emphasize planning for the future of the community. North Cowichan is a district municipality with large rural areas as well as small communities. The project was initiated just as the Covid-19 pandemic hit so the MODUS team had to quickly transition to online forms of engagement. Despite this challenge, we engaged with hundreds of members of the community through surveys, on-line webinars/workshops and community place-making charrettes. This OCP adopted several progressive planning approaches including: 1) focusing almost all growth within existing communities and a reduction in the size of the Urban Containment Boundary; 2) the use of climate and equity lenses to shape policy chapters; and 3) a regenerative approach to economic development.

Reference 2	
Name of Organization	City of Langley
Address of Organization	20399 Douglas Crescent, Langley, BC V3A 4B3
Contact Person	Carl Johannsen
Contact Person's Title	Director of Development Services
Contact Person's Tel and Email	604.514.2815 cjohannsen@langleycity.ca
Contract Start and End Dates	OCP: 2019 to 2021 OCP: 2022 to 2024

Description of similar project:

MODUS (Patrick Ostryk, Rob Barrs) led a comprehensive update to the City of Langley's Official Community Plan. Our process involved significant public and stakeholder engagement, including a multi-day design charrette to explore the allocation of growth, an urban structure, and diverse housing forms. As part of the background research, MODUS collaborated with Licker Geospatial to review the completeness and walkability of the community using various land use and geospatial indicators.

Following adoption of the OCP, draft zones prioritizing missing middle housing forms were integrated into a redesigned and user-friendly Zoning Bylaw document. This comprehensive OCP and Zoning Bylaw charts a new path for Langley City, one that will fundamentally change the urban structure of the community and prepare City Hall for major redevelopment projects catalyzed by the Surrey-Langley SkyTrain extension.