

From: Fiaz Jadoon
Director, Economic Development & Strategic Projects

Subject: Consulting Services for Preparation of the Northeast Pickering Community Plan
- Award for Proposal No. RFP2021-9
- File: A-1440

Recommendation:

1. That Proposal submitted by SGL Planning & Design Inc. dated February 22, 2022, to undertake the Northeast Pickering Community Plan, in the amount of \$628,577.19 (HST included) be accepted;
 2. That Council authorize the Director, Finance & Treasurer to finance the net project cost of \$566,053.00 (net of HST rebate) as follows:
 - a) The sum of \$164,155.00 to be funded from development charges;
 - b) The sum of \$401,898.00 to be funded by the North East Pickering Landowners Group (NEPLG); and,
 3. That the appropriate City of Pickering officials be authorized to take the necessary actions as indicated in this report.
-

Executive Summary: At the Council meeting of June 28, 2021, Council directed staff to initiate the Request for Proposals (RFP) process for the secondary plan for a new proposed community in Northeast Pickering by way of Report PLN 31-21, Resolution #625-21(see Attachments #2 & #3 respectively).

The purpose of the Community Plan is to establish the planning framework for the development of a new urban area in Northeast Pickering. The work is being undertaken in an effort to support the City's request, as per Resolution #173-19 (Attachment #4), that these lands be included in a Settlement Area Expansion through the Region of Durham's Comprehensive Review of its Official Plan. The Northeast Pickering Community Plan (NPCP) work program will be undertaken as a background study in support of a City-initiated Official Plan Amendment to the Pickering Official Plan. The Amendment will be a "Part One" plan and will contain the vision, the guiding principles, the master plan concept, and implementing policies including directions on secondary or neighborhood plans requirements.

Accordingly, Request for Proposal No. RFP2021-9 was issued on January 19, 2022, calling for proposals to undertake the Northeast Pickering Community Plan (see Attachment #1). The closing date for the bid call was February 22, 2022, with the City receiving two proposals.

The Evaluation Committee reviewed the proposals against the criteria outlined in the RFP. The proposal from SGL Planning & Design Inc. (SGL) received the overall highest ranking score.

The strong multi-disciplinary team, assembled by SGL, brings expertise in land use, policy planning, urban design, market research, stakeholder engagement, sustainability transportation, natural heritage, hydrology, and agriculture. SGL’s proposal best meet the City’s requirements in completing project deliverables, considering SGL’s strengths relative to the scope of work required, and value for the money. SGL has extensive experience with similar projects, including here in Pickering, and has worked with municipalities across Ontario to deliver secondary plans

It is therefore recommended that the proposal submitted by SGL in the amount of \$566,053.00 (net of HST rebate) be accepted and that SGL be retained to undertake the Northeast Pickering Community Plan.

Financial Implications: The secondary plan for Northeast Pickering is identified in the Council approved 2022 Current Budget for Planning & Design, with funding to be provided by 71 percent from the North East Pickering Landowners Group, and 29 percent from Development Charges. The invoices will initially be fully paid by City of Pickering and then reimbursed by the North East Pickering Landowners Group. Underspent funds may be used for additional studies which may be required based on the findings of the Community Plan, such as Infrastructure and Transportation Analysis Studies.

1. Proposal Amount

Proposal No. RFP2021-9	\$556,263.00
HST (13%)	72,314.19
Total Gross Proposal Cost	<u>\$628,577.19</u>

2. Estimated Project Costing Summary

Total Project Cost	
RFP2021-9	\$556,263.00
HST (13%)	<u>72,314.00</u>
Total Gross City of Pickering Project Cost	\$628,577.00
HST Rebate (11.24%)	<u>(62,524.00)</u>
Total Net Project Cost	<u>\$566,053.00</u>

3. Approved Source of Funds

Approved Code	Source of Funds	2022 Budget	Required
502230.10105	Development Charges – Growth Studies	\$290,000.00	\$164,155.00
502230.10105	Third Party Contribution - NEPLG	710,000.00	401,898.00
Total Funds		<u>\$1,000,000.00</u>	<u>\$566,053.00</u>

Project Cost under (over) approved funds by	\$433,947.00
---	--------------

The 2022 Budget outlined above is the component dedicated to the preparation of the Northeast Pickering Community Plan.

Discussion: The Region of Durham is undertaking a Municipal Comprehensive Review of its Official Plan. The need for additional land for urban development is currently being assessed through the Growth Management component of that review process. Pickering Council has supported an expansion to the urban boundary to include Northeast Pickering (see Attachment #4).

The Province is the approval authority for the Region’s new Official Plan. The City is commencing the community plan process for Northeast Pickering now so the work can be considered concurrent with the completion and approval of the Region’s new Official Plan. Once the Region’s new Official Plan is approved by the Province, and subject to the Northeast Pickering lands being included in the urban boundary, the Region will be in a position to consider approving the City’s official plan amendment that will result from the community plan.

On January 19, 2022, the City issued RFP2021-9 for the Northeast Pickering Community Plan. The purpose of this request for consulting services is to prepare an innovative, sustainable live-work Community Plan based on comprehensive background studies in accordance with the City and Regional Plan.

A bid advertisement was placed on the City’s website, and a notice was sent to a list of potential bidders. The RFP closed on February 22, 2022 with two proposals received. The evaluation committee was composed of staff from City Development, and Economic Development & Strategic Projects. The proposals were evaluated based on: the company’s experience and qualifications; understanding of the project; work plan and deliverables; project manager, team and resources; and the quality of the references (see Attachment #5). The

Subject: Consulting Services for Preparation of the
Northeast Pickering Community Plan

Page 4

references of both bidders were contacted and the proposal submitted by SGL Planning & Design Inc. was the highest scoring proposal.

The SGL team included sub-consultants from urbanMetrics, Dillon Consulting Ltd., GM Blue Plan Engineering Ltd., Paradigm Transportation Solutions Ltd., Wood Environment & Infrastructure Solutions PLC, Matrix Solutions Inc., Coville Consulting Inc. They bring expertise in the required disciplines including land use, policy planning, urban design, market research, stakeholder engagement, sustainability transportation, natural heritage, hydrology and agriculture.

Their experience includes the preparation of numerous official and secondary plans for municipalities and regions across Ontario. Relevant projects that SGL has recently completed include the City of Brantford Municipal Comprehensive Review and Secondary Plan, the Seaton Community Plan and the Brooklin Community Secondary Plan. SGL has extensive experience in leading interdisciplinary teams, and with public engagement for complex public sector projects, where collaboration and negotiation are essential.

The scope is designed to take place over the course of 24 months, and to take place across four phases:

1. Refine Work Plan + Engagement Strategy, and Finalization of Vision + Principles
2. Background Studies
3. Preparation of Draft Official Plan Amendment
4. Official Plan Amendment Adoption + Approval

It is therefore recommended that Council award the consulting services for the development of the Northeast Pickering Community Plan for the City of Pickering to SGL Planning & Design Inc. at a net project cost of \$566,053.00 (net of HST rebate) to be financed by the City of Pickering through development charges growth studies and the NEPLG.

Attachments:

1. Request for Proposal: Northeast Pickering Community Plan, January 22, 2022
2. Council Report #PLN 31-21
3. Council Resolution #625-21
4. Council Resolution #173/19
5. Supply & Services Evaluation Memorandum, April 13th, 2022

Subject: Consulting Services for Preparation of the
Northeast Pickering Community Plan

Prepared By:

Original Signed By:

Taha Qureshi
Senior Project Manager, Strategic Projects

Approved/Endorsed By:

Original Signed By:

Cathy Bazinet
Manager, Procurement

Catherine Rose, MCIP, RPP
Chief Planner

Fiaz Jadoon
Director, Economic Development &
Strategic Projects

Stan Karwowski, MBA, CPA, CMA
Director, Finance & Treasurer

Recommended for the consideration
of Pickering City Council

Original Signed By:

Marisa Carpino, M.A.
Chief Administrative Officer



Request for Proposals
Northeast Pickering Community Plan

Request for Proposals No.: RFP2021-9

Issued: January 19, 2022

Submission Deadline: February 16, 2022 at 12:00 pm (Noon Local Time)

Table of Contents

Part 1 – Invitation and Submission Instructions	2
1.1 Invitation to Proponents.....	3
1.2 Request for Proposals Contact.....	3
1.3 Type of Contract for Deliverables	3
1.4 Request for Proposals Timetable	3
1.5 Submission of Proposals	3
Part 2 – Evaluation and Negotiation	5
2.1 Stages of Evaluation and Negotiation.....	5
2.2 Stage I – Mandatory Submission Requirements.....	5
2.3 Stage II – Evaluation	5
2.4 Stage III – Pricing	5
2.5 Stage IV – Ranking and Contract Negotiations	6
Part 3 – Terms and Conditions for the Request for Proposals Process	7
3.1 General Information and Instructions.....	7
3.2 Communication after Issuance of Request for Proposals.....	8
3.3 Notification and Debriefing	9
3.4 Conflict of Interest and Prohibited Conduct	9
3.5 Confidential Information.....	10
3.6 Procurement Process Non-binding.....	11
3.7 Governing Law and Interpretation	11
Appendix A – Form of Agreement	12
Appendix B – Submission Form	12
Appendix C – Pricing Form	16
Appendix D – Request for Proposals Particulars	49
A. The Deliverables.....	16
C. Mandatory Technical Requirements.....	35
D. Rated Criteria	35

Attachments:

- Attachment 1 - Northeast Pickering Community Plan Study Area
- Attachment 2 - NEPLG Planning Principles
- Attachment 3 - High Level Agricultural Assessment Agricultural Report
- Attachment 4 - Preliminary Master Servicing Report Veraine
- Attachment 5 - Preliminary Transportation Study Veraine
- Attachment 6 - The Veraine Sustainability Report
- Attachment 7 - Veraine Environmental Conditions
- Attachment 8 - Veraine Hydrologic and Hydrogeologic Characterization Report
- Attachment 9 - Veraine Master Plan Report
- Attachment 10 - Why Veraine Settlement Boundary Expansion Rationale

Part 1 – Invitation and Submission Instructions

1.1 Invitation to Proponents

This Request for Proposals is an invitation by the City of Pickering (“City”) to prospective proponents to submit proposals for the provision of a Community Plan and associated background studies for lands in Northeast Pickering as further described in the Request for Proposals Particulars (Appendix D) (the “Deliverables”).

1.2 Request for Proposals Contact

For the purposes of this procurement process, the “Request for Proposals Contact” will be:

City Contact: Lisa Chang, Buyer, Supply & Services
 E-mail: supply@pickering.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the Request for Proposals Contact, concerning matters regarding this Request for Proposals. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent may be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of twenty-four months.

1.4 Request for Proposals Timetable

Issue Date of Request for Proposals	January 19, 2022
Deadline for Questions	5 Business Days Prior to the Submission Deadline
Deadline for Issuing Addenda	3 Business Days Prior to the Submission Deadline
Submission Deadline	February 16, 2022 at 12:00 PM (Noon Local Time)
Rectification Period	5 Business Days from written request by the City

The Request for Proposals timetable is tentative only, and may be changed by the City at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at the Prescribed Location

Proposals must be submitted via email to:

supply@pickering.ca

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit one electronic copy in PDF format by email. Proposals submitted by email should include contact information for the sender, as well as clearly identifying the Request for Proposals title and number in the subject location of the email header, and full legal name of the proponent. 1.5.4 Amendment of Proposals Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a separate email identifying the Request for Proposals title and number and the full legal name of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the Request for Proposals process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the Request for Proposals Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

Part 2 – Evaluation and Negotiation

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.3 Other Mandatory Submission Requirements

Not applicable.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the Request for Proposals Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the Request for Proposals Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Interview (Optional)

At the conclusion of Stage III up to three of the highest ranking Proponents may be selected for an interview. Stage IV would consist of a scoring of the interview, which will be added to the Stage II and III scoring.

2.6 Stage V – Ranking and Contract Negotiations

2.6.1 Ranking of Proponents

After the completion of Stage IV, all scores from Stage II, Stage III and Stage IV (if required) will be added together and the proponents will be ranked based on their total scores. If required, the top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.6.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the Request for Proposals Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.6.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.6.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the Request for Proposals process.

2.6.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the City and a proponent, the other proponents will be notified of the outcome.

[End of Part 2]

Part 3 – Terms and Conditions of the Request for Proposals Process

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this Request for Proposals. Where information is requested in this Request for Proposals, any response made in a proposal should reference the applicable section numbers of this Request for Proposals.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, the City may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in Request for Proposals Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this Request for Proposals or issued by way of addenda. Any quantities shown or data contained in this Request for Proposals or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this Request for Proposals.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

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

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement (CFTA) and Canadian European Union Comprehensive Economic Trade Agreement (CETA) are subject to the applicable trade agreement requirements but that the rights and obligations of the parties will be governed by the specific terms of this Request for Quotation.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of Request for Proposals

3.2.1 Proponents to Review Request for Proposals

Proponents should promptly examine all of the documents comprising this Request for Proposals, and may direct questions or seek additional information in writing by email to the Request for Proposals Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the Request for Proposals Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the Request for Proposals Contact. It is the responsibility of the proponent to seek clarification from the Request for Proposals Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this Request for Proposals or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This Request for Proposals may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this Request for Proposals, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this Request for Proposals and may contain important information, including significant changes to this Request for Proposals. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the Request for Proposals Particulars (Appendix D). The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents will be notified of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Request for Proposals Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

3.4.2 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this Request for Proposals.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this Request for Proposals or any agreement entered into pursuant to this Request for Proposals without first obtaining the written permission of the Request for Proposals Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this Request for Proposals or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting

proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Request for Proposals.

3.4.7 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this Request for Proposals either before or after the issuance of this Request for Proposals

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this Request for Proposals and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the Request for Proposals process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this Request for Proposals, questions are to be submitted to the Request for Proposals Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

1. this Request for Proposals will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
2. neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this Request for Proposals.

3.6.2 No Contract until Execution of Written Agreement

This Request for Proposals process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this Request for Proposals process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the Request for Proposals process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the Request for Proposals Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

Appendix A – Form of Agreement



Purchase Order: 45XXXXXXXXX

Vendor Information
Vendor # 1000000 Company ABC Ltd. 123 Main Street. Pickering ON L1V 6K7 Canada Telephone: 905 123 4567

Information
Purchase Order Date: DD.MM.YYYY
Division Contact: Requisitioner Name
Division Contact Email: requisitioner@pickering.ca
Procurement Advisor: Buyer Name
Procurement Enquiries: 905.420.4660 Ex: XXXX
Email: buyer@pickering.ca

PURCHASE ORDER NO: 4500000000 MUST APPEAR ON PACKAGES, INVOICES, SHIPPING PAPER AND CORRESPONDENCE.

City of Pickering PO Terms and Conditions:
<https://www.pickering.ca/PO-Terms-and-Conditions.pdf>

Billing
Attn: Accounts Payable Pickering City Hall 1 The Esplanade Pickering ON L1V 6K7 Canada Enquiries:905-771-8800 Ex 3616 or 3625

Shipping:	Term:	Net 30 Days
City of Pickering One The Esplanade Pickering ON L1V 6K7 Canada	Currency:	CAD

Item	Material/Description	Quantity	UM	Unit Price	Total Amount
10	Good/Service Requested	1.00	EA	\$ 1.00 / EA	\$ 1.00
Net:					\$ 1.00
Tax:					\$ 0.13
Total:					\$ 1.13

Appendix B – Submission Form

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the Request for Proposals process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the Request for Proposals process will be governed by the terms and conditions of the Request for Proposals, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proponent has carefully examined the Request for Proposals documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the Request for Proposals for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the Request for Proposals and in the Pricing Form (Appendix C). The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The Proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus is on Proponent to make any necessary amendments to their bid based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "**None**", on the following line:

_____.

6. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this Request for Proposals.

7. Conflict of Interest

For the purposes of this Request for Proposals, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the Request for Proposals process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the Request for Proposals process (including but not limited to the lobbying of decision makers involved in the Request for Proposals process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Request for Proposals process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, the Proponent should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **and** (b) were employees of the City, twopointO partners inc., Cusham & Wakefield Asset Services or

their subsidiaries and affiliated companies within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Request for Proposals.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Request for Proposals.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the Request for Proposals process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

Appendix C – Pricing Form

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include, but not be limited to, items such as: all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Proponents shall complete the following pricing table, including all disbursements and travel:

RFP2021-9 Northeast Pickering Community Plan

Pricing Table #1 –

Description of Work	Lump Sum
Phase 1: Refine Work Plan and Engagerment Strategy, and Finalize Vision and Guiding Principles	\$
Phase 2: Background Studies, Preliminary Community Structure Plan & Neighbourhood Plan Areas	\$
Phase 3: Refinement of Community Structure Plan & Neighbourhood Plan Areas & Preparation of Draft Official Plan Amendment	\$
Phase 4: Official Plan Amendment Adoption & Approval	\$
Subtotal	\$*
HST (13%)	\$
Total	\$

*** This value will be used for evaluation.**

Pricing Table #2 – Professional Fees

Proponents to provide hourly rates for work provided outside of the lump sum included above:

Position Title	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$

Pricing Table #3 – Additional Activities

Activity	Unit Cost
Additional Steering Committee Meetings	\$
Additional Public Consultation Meetings	\$
Surcharge for In-person Meetings	\$
	\$
	\$
	\$

Pricing Tables #2 and #3 are not a consideration of award.

Appendix D - Proposal Particulars

1. Introduction and Purpose

The City of Pickering is seeking the professional services of a qualified Consulting Team to prepare a Community Plan and associated background studies for lands in Northeast Pickering. The purpose of the Community Plan is to establish a more detailed planning framework in accordance with the City of Pickering Official Plan and Durham Region Official Plan.

The Northeast Pickering Community Plan (NPCP) work program will be undertaken as the background study in support of a City-initiated Official Plan Amendment to the Pickering Official Plan. The Amendment will be a “parent” or “Part One” plan, and as a minimum, contain the vision, the guiding principles, the master plan concept, and implementing policies including directions on secondary or neighbourhood plans (as Pickering refers to them) requirements. The Community Plan work program will be undertaken in cooperation with the City of Pickering, the Region of Durham, and in consultation with the public, agencies and other stakeholders.

Study Area

The Northeast Pickering Community Plan (NPCP) Area encompasses approximately 1,600 ha (4,000 acres) in Northeast Pickering. The lands are situated in northeast Pickering, generally north of Highway 7, south of Concession Road 8, west of Lake Ridge Road, and east of Westney Road.

The extent of the Community Plan Area is identified on Attachment 1 as the Northeast Pickering Lands.

2. Background & Policy Context

As part of the Region’s previous Municipal Comprehensive Review, some of the lands in northeast Pickering were recommended for urban development. However, when the Minister of Municipal Affairs & Housing approved the Region’s Official Plan Amendment #128, the Minister did not support the inclusion of the lands at that time. The Minister added policy 7.3.11 p) to the Regional Official Plan that reads as follows:

“where a comprehensive review of this Plan includes consideration of lands for Urban Area expansion within the City of Pickering east of the Pickering Airport lands, outside of the Greenbelt Plan, the following additional matters will be assessed and evaluated at that time: i) the amount and rate of development that has occurred in the Seaton Community; and ii) the preparation and completion of a watershed plan update for the East Duffins and Carruthers Creek watersheds.”

Envision Durham

The Region is currently undertaking Envision Durham, a Municipal Comprehensive Review of the Durham Regional Official Plan, to ensure conformity of the Official Plan with the policies of the Growth Plan. A key component of the Envision Durham background studies includes a Growth Management Study (GMS). The Region’s GMS

is being completed in two phases. The first focuses on the completion of a Land Needs Assessment (LNA). The LNA is a detailed review of the Region's land base to determine how much of the Growth Plan population and employment forecasts can be accommodated in existing urban areas and designated greenfield areas. Any growth that cannot be accommodated within these areas would trigger a Settlement Area Boundary Expansion. Determining the quantum of additional urban area land is a key outcome of the LNA. The second phase of the Region's GMS will focus on determining the appropriate location(s) for any required Settlement Area Boundary. As part of the GMS, the Region will be considering the Northeast Pickering lands for Settlement Area Expansion (refer to Durham Region Report 2020-P-15).

The GMS will provide the appropriate analysis of the Seaton Community to satisfy subsection i) of policy 7.3.11 p) of the Regional Official Plan.

Carruthers Creek Watershed Plan

Furthermore, the Toronto and Region Conservation Authority (TRCA) initiated a review of the Carruthers Creek Watershed Plan in 2015. The draft watershed plan, was released for public review and comment on March 2020. City staff prepared comments on the draft Watershed Plan (see Pickering Report PLN 16-20). An updated Watershed Plan was prepared and Durham Regional Council endorsed the Plan on June 23, 2021, and the TRCA Board approved the updated plan on September 24, 2021. The final Carruthers Creek Watershed Plan will satisfy the requirements of subsection ii) of policy 7.3.11 p).

3. Project Organization and Management

The City of Pickering is looking for a superior interdisciplinary Consulting Team to undertake the Northeast Pickering Community Planning Program. The Consulting Team's Project Lead and City's Project Manager will have experience in coordinating major multidisciplinary projects of a similar scope and scale, exercise strong financial control, integrate and inform work underway through related studies by others, and creatively address competing interests. The Consulting Team will demonstrate strong leadership skills and a commitment to implementing a model of sustainable development.

The Consulting Team will bring expertise in sustainable community development, urban planning and design, housing, retail market assessment, parks and recreation, transportation, engineering, communication, consultation and engagement, report writing and drafting policy.

The Community Plan will be led by the Consulting Team's Project Lead and conducted by the Consulting Team. A Project Manager assigned from the City of Pickering will manage the Community Plan process and oversee the Consulting Team's Project Lead and the Consulting Team. A Steering Committee will provide strategic direction and will consist of representatives from various City departments, agencies, and landowner representatives.

The responsibilities of the City's Project Manager, Consulting Team Project Lead, Consulting Team and Steering Committee are outlined below.

City's Project Manager

The Community Planning process will be led by the City Development Department who will assign a Project Manager to this process. The Project Manager will be responsible for the supervision of the process ensuring it is carried out to the satisfaction of the City in accordance with this request for proposal, and the Consulting Team's proposal. The Project Manager will monitor the progress of the process, circulate reports for review and comment, liaise with the Consulting Team's Project Lead, and exercise budgetary control.

The Project Manager is to be:

- Kept informed through regular progress meetings with the Consulting Team and Steering Committee for the duration of the Study;
- Copied on all correspondence;
- Advised of significant problems, issues, options, and solutions considered;
- Involved in meetings with the public and stakeholders;
- Consulted prior to making any changes to the project schedule; and
- Advised of any additional work considered beyond the scope of work (additional work is not to be undertaken without prior written approval by the City's Project Manager).

Consulting Team Project Lead

The Consulting Team's Project Lead will make all day-to-day decisions, address requests for information, coordinate the Consulting Team's work, ensure the process is within budget, and be responsible for all the deliverables outlined in this request for proposal.

The Project Lead will:

- Attend meetings with City staff, the public and stakeholders;
- Involve the City's Project Manager in any meetings with the public, agencies and stakeholders (all liaison with the public and stakeholders by the Company must be approved by the Project Manager);
- Prepare agendas, draft meeting notes, and final meeting notes for the Steering Committee meetings and progress meetings;
- Provide written responses to questions raised at meetings, as required (the City's Project Manager is to review and approve responses prior to responding to the public and stakeholders);
- Liaise and correspond with the City's Project Manager to obtain and communicate information related to the Study;
- Advise the City's Project Manager of significant problems/issues and options considered;
- Update the City's Project Manager on a monthly basis on details of the Study;

RFP2021-9 Northeast Pickering Community Plan

- Co-ordinate project tasks with any related task undertaken by the City;
- Prepare and submit reports, drawings and other documentation to the City and obtain comments, and approvals;
- Submit progress reports to the City's Project Manager at least five (5) days prior to any progress meeting;
- Prepare for, operate, and follow-up on open houses and other consultations including presentations/displays, and dry-runs;
- Record and prepare a summary of comments; and
- Receive the City's Project Manager's prior written approval for any significant change from the approved project schedule, budget or tasks.

Consulting Team

The Consulting Team shall have the necessary qualifications to undertake the scope of work and deliverables detailed in Section 4.0.

Steering Committee

The Northeast Pickering Steering Committee will be led by the City's Project Manager and will have senior representation from various City Departments, the Consulting Team Project Lead, Region of Durham, Conservation Authorities, North East Pickering Landowners Group, and other agencies and stakeholders as may be required.

The purpose of the Steering Committee is to ensure that all of the major stakeholders in the Community Plan area have a forum and opportunity to make their interests known. The Committee is intended to keep all relevant agencies and organizations up to date on the status up the planning process and timelines for achieving key milestones, as well as to highlight issues and progress that is made on any related studies.

The Steering Committee will:

- Provide advice and strategic direction to the City and the Consulting Team on the overall Community Plan process; and,
- Review draft and final meeting notes for Steering Committee meetings.

The Steering Committee members will serve as the liaison between their respective agency/organization and the City. Members are responsible for coordinating and representing their agency's/organization's position.

4. Scope of Work

The NPCP Work Program is intended to occur in four (4) phases:

1. Phase 1: Refine Work Plan and Engagement Strategy, and Finalization of Vision and Guiding Principles;
2. Phase 2: Background Studies, Preliminary Community Structure Plan & Neighbourhood Plan Areas;
3. Phase 3: Refinement of Community Structure Plan & Neighbourhood Plan Areas & Preparation of Draft Official Plan Amendment; and,
4. Phase 4: Official Plan Amendment Adoption & Approval

The project will start with a start-up meeting with the Consulting Team Project Lead, the City's Project Manager, the Chief Planner and other City staff as necessary.

Key components of the scope of work required to be undertaken by the Consulting Team as part of each phase is detailed in the subsections below.

Phase 1: Refine Work Plan and Engagement Strategy, and Finalization of Vision and Principles

Phase 1 of the Community Planning Program is intended to occur concurrently with Phase 2 and includes the following key tasks:

Refine Work Plan

Refine the Work Plan, if necessary, including a chart with key deliverables and meeting milestones, for review and approval by City staff in consultation with the Steering Committee. The Consulting Team's Work Plan will be based on the Scope of Work detailed in Section 4.0 and the Project Schedule included in Section 7.0 of this document.

Refine the Stakeholder Engagement Strategy

Refine the Stakeholder Engagement Strategy, if necessary, with recommended approaches and formats for engaging broad interest and public participation in the Community Plan process (e.g. type of session, required materials etc.). The Strategy at minimum shall include, recommendations for the required Public Consultation Meetings, Statutory Public Meeting and Steering Committee Meetings outlined in Section 6.0. In general, it is expected the Consulting Team will be responsible for preparation, operation and follow-up on open houses and other consultations, including presentations/displays, dry-runs, set-ups, attendance, and compilation of comments. The City will be responsible for preparation and circulation of public notices for the public/stakeholder consultation meetings.

Additional consultations with specific stakeholders may be requested by the City through the course of the Study.

Further details on the Stakeholder Engagement Strategy are provided in Section 5.0.

Finalize Vision and Guiding Principles

As part of Phase 1, the Consulting Team will be required to facilitate visioning session(s) with key stakeholders and the public. The sessions are intended to aid the City in finalizing an overall vision and guiding principles for the NPCP, as well as to support the development of a Community Structure Plan and Neighbourhood Plan Areas.

The Vision and Community Design Principles included in Attachment 2 should form the preliminary basis of this exercise and shall be refined by the Consulting Team, in consultation with the City, as a result of stakeholder engagement.

Phase 2: Background Studies

Phase 2 of the Community Planning Program includes the following key tasks:

Prepare Terms of Reference

The initial step of the Phase 2 Work Program involves the preparation of detailed Terms of Reference for required studies, circulation of draft Terms of Reference to relevant agencies and the Steering Committee for review and comment, and finalization of Terms of Reference prior to commencing work on the respective studies. In preparing the Terms of Reference, regard should be had to the significant body of work that has been completed by others, such as the conservation authorities and landowners in Northeast Pickering.

This task includes attendance by the Project Lead and other members of the team, as required, at a minimum of one (1) Steering Committee Meeting as identified in Section 6.0.

Undertake Required Background Studies

The following studies and analyses will be required to be completed by the Consulting Team. The City will circulate draft reports to all relevant agencies and stakeholders for review and comment and the reports will be finalized based on this input.

1.1.1.1 Community Services and Facilities Study

Community, cultural, recreational and other public uses are an essential component of the development of the Northeast Pickering Community. The Community Services and Facilities Study assesses the need for community services and facilities (e.g. community centres, parks and open space, schools, places of worship, emergency services) required to adequately support the planned population of the NPCP.

The key sub-deliverables of the report include:

- A review of the community services and facility goals and objectives of the Region and City Official Plans, including a review of all relevant documents including the City's Recreation and Parks Master Plan.

- An assessment of the need for community services and facilities based on population driven service ratios or other City and agency standard service levels and requirements;

- A description of where, how, and when the public services and facilities could be provided.

- a recommendation based on best practices regarding parks and recreation and opportunities for the development of joint and/or mixed-use facilities to achieve land use efficiencies.

1.1.1.2 Transportation Background Analysis

This analysis is required to assess the adequacy of existing local and regional infrastructure (transportation/transit, including pedestrian and bicycle paths), as well as evaluate and identify infrastructure requirements (i.e., new or upgraded local and

Regional infrastructure) that will be necessary to service the Northeast Pickering Community. This analysis will build off Durham's Transportation Master Plan and Pickering's Integrated Transportation Master as well as the City and Region Official Plan policies.

The key sub-deliverables of the report will include:

1. An integrated transportation/transit strategy (e.g., road network, public transit, active transportation, complete streets) that will support a well-connected network of corridors and complete streets (roads, rails, sidewalks, trails and bikeways).
2. Phases 1 and 2 of the Environmental Assessment (EA) process under the Environmental Assessment Act, with respect to the planning and layout of any arterial or major (mid-block) collector roads. Policies will also be included in the Plan to inform the later completion of Phases 3 and 4 of the EA process.

Relevant work completed: Preliminary Transportation Study Veraine, Pickering: Final Report, prepared by IBI Group, dated October 2019;

1.1.1.3 High Level Background Servicing Analysis

The servicing analysis will be required to examine and identify the adequacy of existing local and regional water and wastewater infrastructure, as well as major infrastructure requirements (i.e., new or upgraded local and Regional infrastructure) necessary to service the Northeast Pickering Community. Information from the Region's Water and Wastewater Master Plan Study Review (currently underway), as well as City and Regional Official Plan policies should be used to inform this analysis.

The key sub-deliverables of this study will include:

- 1) An evaluation of alternatives and recommendations on a preferred strategy.
- 2) Identification of which components of the preferred servicing strategy that would be subject to a future Municipal Class Environment Assessment process.

Relevant work completed: Preliminary Master Servicing Report Veraine – North East Pickering, prepared by SCS Consulting Group Ltd., dated April 2020;

1.1.1.4 Natural Heritage and Hazard Background Analysis

This analysis will inventory, characterize and assess natural hazard, natural heritage and water resource features and functions within the NPCP. The analysis will provide recommendations for the protection, conservation and management of natural hazard, natural heritage, and water resource features within the NPCP. The Natural Heritage and Hazard Background Analysis will draw on the City and Regional Official plan policies as well as TRCA and CLOCA guidelines.

The key sub-deliverables of this study will include:

- 1) A hydrology assessment based on a land use concept, and a hydraulic assessment for flood plain modelling and a Regional Flood Analysis and an Assessment of Mitigation Measures;
- 2) A desktop assessment of natural heritage features, targeted field verification and recommendations for the creation of a natural heritage system, including mapping and proposed policies (to support an Official Plan Amendment);

- 3) Recommendations for a management strategy, implementation and monitoring plan to be implemented through the NPCP and future Neighbourhood Planning Programs.

Relevant work completed: Veraine Environmental Conditions Report: Final Report, prepared by GeoProcess Research Associates, dated June 2020; Veraine Hydrologic and Hydrogeologic Characterization Final Report, prepared by GeoProcess Research Associates, dated June 15, 2020;

1.1.1.5 Archeological Assessment

The archaeological assessment will identify, assess, and inventory significant archaeological resources or sites and develop a strategy to conserve those archaeological resources as per Ministry of Heritage, Sport, Tourism and Culture Industries 2011 Standards and Guidelines for Consultant Archaeologists. The assessment will also need to draw upon policies of the City and Regional Official Plans.

The key deliverables of this study will include:

- 1) Stage 1 assessment including:
 - a. background study,
 - b. property inspection,
- 2) Stage 2 assessment including:
 - c. property assessment,
 - d. identification of lands requiring further study.

1.1.1.6 Cultural Heritage Analysis

This cultural heritage analysis will identify, inventory and assess the significance of cultural heritage resources (built heritage resources and cultural heritage landscapes) within and in close proximity to the Northeast Pickering Community. Further, it will provide recommendations for the conservation of the cultural heritage resources within the Northeast Pickering Community and draw upon the City and Regional Official Plan policies. Information from Pickering's Municipal Heritage Register and Cultural Strategic Plan, among other plans and studies should be used to inform this analysis.

1.1.1.7 High Level Urban Design Recommendations Report

The guidelines will provide high-level design direction and will inform the preparation of more detailed urban design and sustainability guidelines as part of future Neighbourhood Planning processes.

1.1.1.8 Housing Affordability Strategy

The strategy will detail the means to achieve the affordable housing targets established by the City and Regional Official Plan policies in housing forms considered affordable to low- and moderate-income households. The strategy will include a demographic and housing profile of the City of Pickering, an analysis of affordability and recommend policies and implementation measures to accommodate affordable housing within the NPCP area and future Neighbourhood Plan areas. The strategy will also need to consider the findings of Durham Region's At Home in Durham (Housing Plan) and

Pickering's Housing Strategy Study (currently underway), as well as the City and Regional Official Plan policies. The Housing Affordability Strategy will be implemented through the NPCP.

1.1.1.9 Retail Market Study

The Retail Market Study will determine the total amount, type, role and function of retail uses to properly serve residents in the Northeast Pickering Community. The study will recommend the distribution of retail space within a retail hierarchy as well as identify the most appropriate locations for designating retail commercial land. In completing the Retail Market Study, the consulting team should consult with the Region of Durham as to whether a Regional Interest in commercial planning has been triggered. This study will also draw from City and Regional Official Plan policies.

1.1.1.10 Agricultural Impact Assessment

This assessment will include a review of agricultural land uses within and surrounding the Northeast Pickering Community and the applicable planning policies and regulations. The assessment will identify the potential of adverse physical and operational impacts of the proposed land uses on surrounding agricultural uses and where applicable propose mitigative measures. It will also need to consider how the change in land use will adversely affect existing and future agricultural production or activities in the area. The assessment will need to draw upon the work and recommendations of the Durham Region Agricultural Strategy and the City and Region Official Plan policies. Information from OMAFRA's Guidance Document for Agricultural Impact Assessments, among other plans and studies, should be used to guide this analysis.

Relevant work completed: High Level Agricultural Assessment for Agricultural Capability, Livestock Operations and Identification of Agri-food Network Operators Durham Region, prepared by DBH Soil Services Inc., dated October 2019.

1.1.1.11 Sustainability Plan

The purpose of the Sustainability Plan is to establish sustainable initiatives, principles and implementation measures to guide future development. The plan should align with and build upon the goals and objectives found within the City and Regional Official Plans. The plan should review and consider the City of Pickering Sustainable Guidelines (latest version currently under review), Guideline #1 and Guideline #2 as well as Durham's Community Climate Action Plan. Furthermore, it should identify sustainability measures at different stages of the development process (e.g. those applicable at draft plan of subdivision vs those more appropriate at site plan control and building permit).

Relevant work completed: The Veraine Sustainability Report, prepared by Urban Equation, dated October 2019;

Employment Lands Strategy

The Employment Lands Strategy (ELS) will provide a recommended vision and strategy to ensure the provision of an adequate supply of jobs for the City of Pickering's growing population. The ELS is to include a review of the City of Pickering's current employment land areas and related policies, best practices review, and analysis of trends/factors influencing employment. It will assist in identifying employment land locations (primarily along the Highway 407 corridor) and offer guidance on the planning framework and policy recommendations for the NPCP.

Develop Community Structure Plan and Neighbourhood Plan Areas

This report provides the overall planning framework and policy recommendations for the Northeast Pickering Community Plan ("NPCP").

The key sub-deliverables of the report will include:

- 1) An overall statement of the intended character and objectives for the NPCP will be included to provide the framework and vision.
- 2) Compliance matrix addressing the requirements of Provincial Plans, Durham Region Official Plan, and Pickering Official Plan policies.
- 3) A growth management analysis, including the forecasted population, employment, housing mix, density, and recommended phasing policies to stage development.
- 4) Recommended NPCP Community Structure Plan, including:
- 5) Recommended location of community structural elements such as community facilities, parks, libraries, hospital, fire stations, schools, emergency services, transit stations, works and waste depots, arterial and major collectors roads, and centres and corridors.
- 6) Proposed land use structure and designations,
- 7) Delineation of Neighbourhood Plan Areas,
- 8) Description of the other background studies that feed into the analysis.

Subject to refinement in Phase 3, this report will form the planning basis for a Draft Official Plan Amendment (OPA) for the NPCP. The Community Structure OPA provides a framework for the preparation of Neighbourhood Plans by establishing policies on land use, accessible, affordable and age-friendly housing, transportation, urban design, community facilities, environmental protection, and servicing and infrastructure for the NPCP.

Relevant work completed to-date: Veraine Master Plan Report, prepared by Sasaki, dated October 2019;

This task includes one (1) Public Consultation Session and one (1) Steering Committee Meeting as identified in Section 6.0.

Phase 3: Refinement of Community Structure Plan and Neighbourhood Plan Areas, and Preparation of Draft Official Plan Amendment

Phase 3 of the Community Planning Program includes the following key tasks:

Prepare Draft Official Plan Amendment

This task involves the preparation of draft Official Plan Amendment policies and associated schedules for the NPCP. The draft Official Plan Amendment will be a “parent” or “Part One” plan, and at minimum shall contain the vision, the guiding principles, the master plan concept, and implementing policies including directions on secondary plan requirements.

The draft amendment will be circulated to relevant agencies and stakeholders for review and comment.

This task includes one (1) Steering Committee Meeting as identified in Section 6.0.

Phase 4: Official Plan Amendment Adoption and Approval

Phase 4 of the Community Planning Program includes the following key tasks:

Official Plan Amendment Adoption

This task involves the refinement of the draft Official Plan Amendment and associated schedules in response to agency and stakeholder comments. It will result in the preparation of a draft final Official Plan Amendment and associated schedules for consideration by the City’s Planning & Development Committee and Council for adoption.

This task includes one (1) Statutory Public Information Meeting, one (1) information update meeting, and one (1) Committee/Council Meeting for the Recommended Official Plan Amendment..

Official Plan Amendment Regional Approval

The Council adopted Official Plan Amendment and supporting background studies will be provided by the City to the Region of Durham for approval. This task includes City staff’s and the Consulting Team’s review and response, as required, to Regional comments and proposed modifications regarding the Council adopted Official Plan Amendment.

5. Stakeholder Engagement Strategy

Initiating a dialogue with the public and stakeholders, and facilitating participation in the process is key to achieving broad support, and an appropriate land use plan, for Northeast Pickering. It is noted that the strategy is to be flexible and adaptable, considering the nature of the information being exchanged throughout the consultation strategy. Additionally, the consultation strategy is to include consultations with First Nations communities.

The Consulting Team shall prepare, and include in their proposal, a preliminary consultation strategy that demonstrates how they propose to obtain early input from the public and stakeholders in an effort to advance the resolution of issues, and identify concerns requiring further research. The consultation strategy is to incorporate the City

of Pickering's digital engagement platform. A refined consultation/stakeholder engagement strategy is to be developed following the project start-up meeting and in coordination with the City of Pickering's Corporate Communicates staff to ensure that it utilizes current communication methods/platforms.

The Consulting Team will be responsible for the following:

- Facilitation, presentation and subject matter expertise at public and stakeholder meetings, including the preparation and delivery of any presentations, preparation and printing of handout material and/or display boards, and, staffing for public consultation sessions;
- Presentation and subject matter expertise at meetings of the Planning & Development Committee and Council; including the preparation and delivery of any presentations, display boards, and consolidation/summary of comments;
- Creation and maintenance of a public consultation file, including a matrix documenting public and stakeholder comments with the Project Team and City staff responses;
- Preparation of agenda, draft meeting notes, and final meeting notes for the progress meetings and Steering Committee meetings;
- Advice/input on consultation proposed by the City, such as media releases and newspaper ads, social media advertisements, website page, brochures, etc; and,
- Recommended approach for consultation (and form of consultation) with specific stakeholders that may be warranted or appropriate to seek input on specific topics.

The City's Project Manager will be responsible for the following:

- Establishment and updating of a study page on the City's website to facilitate communication with the public;
- Creation and maintenance of a database of public, stakeholder and agency contacts;
- Posting of social media messaging;
- Booking of venues and audio visual equipment, and provision of refreshments (as warranted) for public and stakeholder meetings;
- Circulation of any study documents/deliverables; and,
- Preparation and circulation of public notices in the local newspaper, mail, email, on the City's website, etc.

All external consultation elements will require pre-approval by the City's Project Manager and are subject to participation by the City. The consultation strategy proposed by the Project Team shall comply with *Municipal Freedom of Information and Protection of Privacy Act* requirements.

6. Meetings & Presentations

The following lists the type and minimum number of meetings that are to be included in the Proponent's proposal. The Project Schedule identified in Section 7.0, includes preliminary targets by phase for key meetings/presentations.

Meeting	Minimum Number
Start-up Meeting 1. One (1) Start-up Meeting with Consultant Team and City's Project Manager	1
Steering Committee Meetings 1. One (1) Kick-off Meeting 2. One (1) Terms of Reference Review Meeting 3. Two (2) Draft Background Studies, Preliminary Concept, Structure and Neighbourhood Plan Areas Review Meeting 4. Two (2) Draft Official Plan Amendment Review Meeting	6
Public Consultation Sessions 1. One (1) Session on Visioning and Guiding Principles; 2. One (1) Session on Preliminary Concept, Structure and Neighbourhood Plan Areas 3. One (1) Recommended Structure and Neighbourhood Plan	3
Planning & Development Committee Meetings and/or Council Meetings These meetings include: 4. One (1) Statutory Public Meeting 5. One (1) Information/Update Meeting 6. One (1) Meeting for Recommended Official Plan Amendment	3
TOTAL	13

Additional Meetings may be required over the course of the Community Plan process. These meetings will be identified by the City's Project Manager, in consultation with the Consulting Team Project Lead and Steering Committee, during the course of the Community Plan process.

7. Project Schedule

The Community Plan process is expected to take approximately twenty-four (24) months with an award and start-up meeting between the Consulting Team Project Lead and City's Project Manager prior to March 31, 2022. Proponents shall submit a work plan, in the form of a Gantt Chart (or other similar illustration), for all portions of the contract in accordance with the estimated timeline below. The work plan must contain detailed descriptions of all tasks to be performed, staff responsible for each task, key milestones and activities for completing the work. Proponents may propose alternative milestone events and/or dates, provided that the proposed overall duration does not exceed twenty-four (24) months.

Award of Contract
Phase 1 – Refine Work Plan & Engagement Strategy and Finalization of Vision and Principles
Start-up Meeting
Refine Work Plan and Stakeholder Engagement Strategy
Steering Committee Kick-off Meeting
Public Consultation Meeting #1
Finalize Vision and Principles
Phase 2 – Background Studies, Preliminary Community Structure Plan & Neighbourhood Plan Areas
Complete Terms of Reference for Background Studies
Complete Draft and Final Background Studies
Complete Preliminary Concept, Structure and Neighbourhood Plan Areas
Public Consultation Meeting #2
Steering Committee Meetings
Phase 3 – Community Structure Plan & Neighbourhood Plan Areas Refinement & Draft Official Plan Amendment
Complete Draft Official Plan Amendment
Public Consultation #3
Steering Committee Meetings
Phase 4 – Official Plan Amendment Adoption & Approval
Statutory Public Meeting at Planning & Development Committee
Information Update Meeting
Official Plan Amendment Adoption
Official Plan Amendment Regional Approval

8. Considerations

AODA Compliance and City of Pickering Brand Guidelines

Studies, reports, plans and presentations that will be published on the City of Pickering website must be provided to the City in an accessible format compatible to Adobe Acrobat XI or higher.

Companies performing the work for the City must comply with the *Accessibility for Ontarians With Disabilities Act, 2005* (“AODA”), in particular the Integrated Accessibility Standards, O. Reg. 191/11.

Unless determined by the City to not be practicable, Companies shall ensure that any information, products, deliverables and/or communications (as defined in the Integrated Regulation) produced pursuant to a contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF, etc. Visit Ontario.ca for rules on how to comply.

Materials produced must comply with the City’s Creating Accessible Documents Procedure.

All documents and products produced by the Company that will be released to the public (electronic and hard copy) must also comply with the City’s Brand Guidelines. This includes PowerPoint presentations, reports, newsletters, brochures and any other handout material.

Submission of Electronic Documents

All electronic documents produced by the Project Team during the course of the study and at the conclusion of it will be compatible with the City’s Information Technology systems and software. At the conclusion of the Study, the Company will compile and submit to the City all electronic files corresponding, but not limited to, the following:

- letters and communications, memorandums, meeting minutes and agendas in Microsoft Word 2016
- background and technical documents in Microsoft Word or Excel, as applicable
- study report(s) and appendices, including draft By-laws in the following formats, as applicable:
 1. Microsoft Word 2016
 2. Adobe InDesign
 3. PDF (compatible with Acrobat Pro Version 2019.010.20091)
- GIS and AutoCAD (Map 3D 2018) files in the following format:
 1. GIS shapefile georeferenced to NAD_1983_UTM_Zone_17N
 2. WKID: 26917 Authority: EPSG
- sketches, drawings, illustrations and graphics in the following, as applicable:
 1. AutoCAD (map 3D 2018) georeferenced to NAD_1983_UTM_Zone_17N
 2. Corel Draw (X8)
 3. Adobe Illustrator

9. Resources

The City will, upon request, make a variety of documents and data available to the Project Team. In certain circumstances, the Project Team may need to enter into an agreement with the City or other public body to access or use certain data sets. The study resources include:

- Planning Act
- Provincial Policy Statement
- A Place to Grow: Growth Plan for the Greater Golden Horseshoe
- Greenbelt Plan
- Oak Ridges Moraine Conservation Plan
- TRCA Living City Policies
- Carruthers Creek Watershed Plan
- Duffins Creek Watershed Plan
- Lynde Creek Watershed Plan
- OMAFRA's Guidance Document for Agricultural Impact Assessments and Minimum Distance Separation Formulae

Region of Durham

- Durham Regional Official Plan
- Envision Durham Documents
- Transportation Master Plan
- At Home in Durham (Housing Plan)
- Durham Region Agricultural Strategy

City of Pickering

- Pickering Official Plan
- Recreation & Parks Master Plan
- Integrated Transportation Master Plan
- Cultural Strategic Plan
- Housing Strategy Study (in progress)
- City of Pickering Sustainable Guidelines (update in progress)
- Municipal Heritage Register at <https://www.pickering.ca/en/city-hall/resources/Municipal-Heritage-Register-June-2021-ACC.pdf>

Landowner Group Documents

RFP2021-9 Northeast Pickering Community Plan

- Why Veraine? Settlement Boundary Expansion Rationale, prepared by SGL Planning Associates Inc., et al, dated June 2020
- Veraine Master Plan Report, prepared by Sasaki, dated October 2019
- Veraine Environmental Conditions Report: Final Report, prepared by GeoProcess Research Associates, dated June 2020
- Veraine Hydrologic and Hydrogeologic Characterization Final Report, prepared by GeoProcess Research Associates, dated June 15, 2020
- Preliminary Transportation Study Veraine, Pickering: Final Report, prepared by IBI Group, dated October 2019
- Preliminary Master Servicing Report Veraine – North East Pickering, prepared by SCS Consulting Group Ltd., dated April 2020
- The Veraine Sustainability Report, prepared by Urban Equation, dated October 2019
- High Level Agricultural Assessment for Agricultural Capability, Livestock Operations and Identification of Agri-food Network Operators Durham Region, prepared by DBH Soil Services Inc., dated October 2019

B. Material Disclosures

The material disclosures that apply to this Request for Proposals, if any, are set out below.

Not applicable for this RFP.

1. The pre-conditions of award that apply to this Request for Proposals are set out below.

The Proponent agrees to provide to the City for review after closing:

- (a) a copy of the City's Health & Safety Regulations form currently dated and signed available at <https://www.pickering.ca/en/city-hall/resources/FIN-S1701.pdf>
- (b) a certificate of insurance completed by the Company's agent, broker or insurer; and
- (c) such further information as the City may require, as requested in writing.

Items (a) and (b) do not have to be submitted with the proposal. Documentation (a) and (b) shall be provided within **three (3) business days** of written request by the City. The City's findings shall be used to serve the best interests of the Corporation of the City of Pickering.

2. **Supplementary Documents**

Subsequent to the Request for Proposal opening and upon request, the following documentation may be requested by the City for approval at any time throughout the duration of the project:

- (a) A completed Sub-contractors List (attached), listing all sub-contractors who may be carrying out any part of this Contract; and
 - (b) such further information, as the City may request in writing.
- Documentation shall be provided within **three (3) business days** of written request by the City.

The City’s findings shall be used to serve the best interests of the Corporation of the City of Pickering.

C. Mandatory Technical Requirements

The mandatory technical requirements that apply to this Request for Proposals, if any, are set out below.

Not applicable for this RFP.

D. Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the Request for Proposals. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Threshold
Company’s Experience and Qualifications	15	8
Understanding of Project	15	8
Work Plan and Deliverables	30	16
Consulting Team Lead, Consulting Team Members and Resources	20	12
Quality of References	Pass/Fail	
Total Rated Criteria Points	80	
Pricing	20	
Total Points	100	
Interview (up to 3 Proponents, if required)	25	
Total Points (if interview required)	125	

Company’s Experience and Qualifications = 15 Points

RFP2021-9 Northeast Pickering Community Plan

- a) Provide a Company profile and three (3) relevant examples of past projects within the last ten (10) years that are comparable in scope. This should include a project synopsis that identifies the team members assembled who worked on the project, the current project status, budgeted costs versus actual costs, scheduling issues and resolutions, and design challenges or efficiencies. Provide client names, contacts and up-to-date contact phone numbers.
- b) A description demonstrating the Company's substantial resources and support services available.
- c) A description of the Company's proven methodology for communicating information to the applicable stakeholders.

Understanding of Project = 15 Points

The Proposal should include information that provides:

- a) Information that the Proponent understands the objectives and requirements of this project. Proponents must relate these objectives to past experience or expertise of the Proponent and/or their team; and
- b) A summary of the risks, problems or issues associated with the work and how they will be mitigated.

Work Plan and Deliverables = 30 Points

The Proponent is to provide a written response which clearly and concisely details the following:

1. An indication of when the Consultant can commence the work;
2. A detailed work plan for Phases 1 - 4 indicating and detailing the method, tasks and deliverables, including an outline of the methods to engage and communicate with the public;
3. A preliminary consultation strategy that demonstrates how they propose to obtain early input from the public and stakeholders in an effort to advance the resolution of issues, and identify concerns requiring further research.
4. A preliminary work schedule that identifies work phases (by Gantt Chart or other similar illustration) including key dates for major deliverables (concept, goals and objectives, development criteria, community workshops and focus groups, infrastructure and implementation) in the proposed detailed work plan;
5. Proposed staffing roles and the amount of time that they will be dedicated to this project;
6. State the assumptions regarding the roles and involvement of City staff;
7. Identification of "value-added" services brought by the Consultant's team; and

8. A description of the quality control methods that will be employed throughout the work phases.

Project Manager, Project Team and Resources = 20 Points

It is important that the Work be provided by a staff team that can demonstrate knowledge of, and experience in providing similar services for projects of comparable nature, size and scope. In particular, the Proponent should provide an overview of the key personnel who would be primarily involved in the project and include the following:

- a) Identify the prime firm submitting the Proposal and the sub-consultant firms (if applicable) that will be assembled to undertake the work for each part of the deliverables.
- b) The name, title, mailing address, phone number and e-mail address of the Project Manager;
- c) Condensed resumes and professional credentials of each individual on the Project Team that highlights their education, training, and work history;
- d) The respective roles of the team members and their current office locations. Team members named in this RFP cannot be replaced without prior written approval from the City;
- e) Current and future project list that will be undertaken by members of the Proponent's team including their current workload (i.e., identify other competing priorities that are assigned to each member within this project timeline); and
- f) Organizational chart that clearly defines the chain of command for each individual with the team.

Quality of References = Pass/Fail

Each proponent is requested to provide three (3) references of projects similar in scope and value, completed over the last ten (10) years. Complete Appendix E – Reference Form (or supply on other paper stock) and submit with the proposal.

The City will contact the references provided as part of its evaluation process.

Pricing = 20 Points

Proponents should review, complete and submit Appendix C, Pricing Form.

Interview – 25 Points (if required)

Up to a maximum of three (3) of the top-ranked Proponents may be selected to attend an interview with key City staff at a mutually agreeable date/time at the City's specified location.

A presentation should address a brief overview of the proponents RFP submission, highlighting the Consulting Team Lead's demonstrated ability to handle a large, multidisciplinary team of consults; proven ability to contain project costs to approved

RFP2021-9 Northeast Pickering Community Plan

budgets and avoid 'scope creep'; the breadth and depth of experience of the assembled team; overview of the work program, project schedule; "value-added" services brought by the team; and highlights of the proposed multi-stakeholder consultations.

The City reserves the right to ask follow-up questions regarding a Proponent's RFP submission or presentation.

Amendments to City of Pickering Standard Quotation Terms and Conditions

The following terms are in addition to the City's Standard Quotation Terms and Conditions attached herein.

Pursuant to Standard Quotation Terms and Conditions, Item 16 - Insurance:

The Company shall maintain and pay for Comprehensive General Liability Insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than five million (\$5,000,000.00) dollars inclusive per occurrence; an automobile insurance under a standard automobile policy with limits no less than two million (\$2,000,000) per occurrence in respect of each Company owned or leased licensed vehicle; and a Professional Liability with limits no less than five million (\$5,000,000) per occurrence.

- (a) The policy shall include The Corporation of the City of Pickering, as additional insured without subrogation in respect of all operations performed by or on behalf of the Company.
- (b) The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.
- (c) If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of \$5,000,000.00 for Comprehensive General Liability Insurance, and \$2,000,000.00 dollars for automotive liability insurance at the expense of the Company, which may be recovered from amounts owed to the Company or from any form of security still in the City's possession.
- (d) At the request of the City, the Company is to provide proof that all premiums on policy(ies) have been paid.
- (e) The Certificate of Insurance "form" does not have to be included with the quotation submission.

City Of Pickering Standard Quotation Terms and Conditions

1. Definitions

City - The Corporation of the City of Pickering, its successors and assigns.

Company - The person, firm or corporation to whom the City has awarded the Contract, its successors and assigns.

Contract - The purchase order authorizing the Company to do the work, the quotation, the bonds or security (if any), the Company's quotation and change notices, appendices, and addenda (if any).

Subcontractor - A person, firm or corporation having a Contract with the Company for any part of the work.

Quotation Document - The documents issued by the City in response to which quotations are invited for the performance of Work.

Work - All labour, materials, products, supplies, goods, articles, equipment, fixtures, services, acts, required to be done, furnished or performed by the Company, which are the subject of the Contract.

2. Contract Documents and Order of Precedence

The contract documents shall consist of the purchase order; and the Company's quotation accepted by the City.

The documents and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the Contract, in the form of purchase order alterations, shall take precedence over the documents or portions thereof amended thereby. Purchase order alterations, appendices and addenda to any contract document shall be considered part of such document.

The intent of the contract is that the Company shall supply work complete for a particular purpose, be fit and suitable for the City's intended use.

None of the conditions contained in the Company's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the City and set forth in the purchase order or specifically referred to therein.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

3. Delivery

Unless otherwise stated, the Work specified or called for in or under the quotation shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles, or equipment, shall accompany each delivery thereof. A receiver's receipt shall not bind the City to accept the Work, covered thereby, or the particulars of the delivery ticket or piece tally therefore.

Unless otherwise stated, all work pursuant to a purchase order based on the quotation, shall be subject to inspection by the City at the point of unloading, or the site of work or service.

The Company shall be responsible for arranging the Work so that completion shall be as specified in the Contract.

4. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices shall all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the quotation. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement.

Payment shall be full compensation for all costs related to the Work, including operating and overhead costs to provide work to the satisfaction of the City.

All prices quoted shall include applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work.

Harmonized Sales Tax shall be extra and not shown, unless otherwise specified herein.

If the Company intends to manufacture or fabricate any part of the Work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for custom purposes.

Should any additional tax or duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario or any increase or decrease in the rate of foreign exchange become directly applicable to goods, material, articles or equipment specified or called for in this quotation subsequent to its submission by the Company and before the delivery of goods, material,

articles or equipment or the completion of the work or services covered thereby, pursuant to a purchase order issued by the City, the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

5. Terms of Payment

Payments made hereunder, including final payment, shall not relieve the Company from its obligations or liabilities under the Contract. Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the City, except those previously made in writing in accordance with the Contract and still unsettled.

The City shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of it.

Invoices shall be forwarded via mail to:

The Corporation of the City of Pickering
Attn: Accounts Payable
Pickering Civic Complex
One The Esplanade
Pickering, ON
L1V 6K7

or via email to:

accountspayable@pickering.ca

6. Patents and Copyrights

The Company shall, at its expense, defend all claims, actions or proceedings against the City based on any allegations that the Work or any part of the Work constitutes an infringement or any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges and expenses, including its lawyer's fees on a solicitor and his own client basis occasioned to the City by reason thereof.

The Company shall pay all royalties and patent licence required for the Work.

If the Work or any part thereof is action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the City the right to continue using the Work or shall at the Company's expense, replace the infringing Work with non-infringing work or modify it so that the Work no longer infringes. Quotations for equivalents may be considered but the mark or brand thereof must be specified.

7. Assignment

The Company shall not assign the Contract or any portion thereof without the prior written consent of the City.

8. Laws and Regulations

The Company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and Subcontractors.

The Company shall comply with all Federal, Provincial and Municipal statutes, regulations and by-laws whether or not specified and/or shown on drawings, obtain all permits and notices as may be required for the work. The Company shall be responsible for ensuring similar compliance by its suppliers and Subcontractors.

All fees, taxes, duties and other expenses related thereto shall be the responsibility of the Company. No additional costs to the City will be incurred as a result of such undertakings.

9. Correction of Defects

If at any time prior to one year after the actual delivery date or completion of the Work, (or specified warranty/guarantee period if longer than one year) any part of the Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, the Company upon request, shall make good every such defect, deficiency or failure without cost to the City. The Company shall pay all transportation costs for Work both ways between the Company's factory or repair depot and the point of use.

10. Default by Company

- (a) If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the City may without notice, terminate the Contract.
- (b) If the Company fails to comply with any request, instruction or order of the City, or fails to pay its accounts, or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the Work, or fails to prosecute the Work with skill and diligence, or assigns or sublets the Contract or any portion thereof without the City's prior written consent, or refuses to correct defective Work; or is

otherwise in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the City may, upon written notice to the Company, terminate the Contract.

- (c) Any termination of the Contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have and without incurring any liability whatsoever in respect thereto.
- (d) If the City terminates the Contract, it is entitled to:
 - i take possession of all Work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the Work by whatever means the City may deem appropriate under the circumstances;
 - ii withhold any further payments to the Company until completion of the work and the expiry of all obligations under the Correction of Defects Section;
 - iii Recover from the Company loss, damage and expense incurred by the City by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company any balance to be paid by the Company to the City).
- (e) City reserves the right to not consider a company for an indeterminate period of time who has been terminated by the City or has been deemed by the City to have provided unsatisfactory Work, goods, services, or health and safety practises in accordance with the City's Purchasing Policy.
- (f) The City reserves full discretion as to when Work, goods or services are deemed to be unsatisfactory and exercising its rights related thereto without liability or settlement.

11. Contract Cancellation

The City shall have the right to cancel any uncompleted or unperformed portion of the Work or part thereof, upon providing written notice to the Company.

The City shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the Work.

12. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the City and shall be used as a basis for comparison only.

Payment will be by the unit complete at the quoted rate on actual quantities deemed acceptable by the City.

13. Surety

The Company shall, if the City in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the City. This surety may be held by the City until 60 days after the day on which all Work covered by the Contract has been completed and accepted. This surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the Company in carrying out the Work have expired or have been satisfied, discharged or provided for and that a clearance certificate from the Workplace Safety & Insurance Board has been issued.

Failure to furnish the surety within two weeks from date of request thereof by the City shall make the award of the Contract by the City subject to withdrawal.

14. Workplace Safety & Insurance

All of the Company's personnel must be covered by the Workplace Safety & Insurance Board at the Company's expense. The Company shall provide the City with a Clearance Certificate from the Workplace Safety & Insurance Board prior to the commencement of work, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board. The bidder shall provide the City with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the City will not be liable to the Board for future payments in connection with the Company's completion of the project.

A Company deemed to be an Independent Operator by the Workplace Safety & Insurance Board is to provide a copy of such letter to the City containing the Independent Operator identification number issued by the Board. An Independent Operator **must be covered by WSIB optional insurance** and provide proof of this coverage upon request.

15. Liability

The Company agrees to at all times defend, fully indemnify and save harmless the City from all actions, suits, claims and demands, losses, costs, charges and expenses arising by reason of injury or death to any person or any property or charges brought or made against or incurred by the City from or relating to the Work performed or to be performed herein.

16. Insurance

Upon request by the City, the Company shall take out and keep in force a policy of liability insurance in the amount of \$2,000,000 inclusive each occurrence (or such larger amount as may be required), and not less than two million (\$2,000,000.00) automotive liability insurance coverage. Certificate(s) of insurance shall be provided upon request by the City.

- (a) The policy shall include The Corporation of the City of Pickering, as additional named insured without subrogation in respect of all operations performed by or on behalf of the Company, a certificate of insurance shall be completed by the Company's agent, broker or insurer.
- (b) The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.
- (c) If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of \$2,000,000.00 and an automotive liability policy insuring the City in the amount of two million (\$2,000,000) at the expense of the Company, which may be recovered from amounts owed to the Company or from any form of security still in the City's possession.

17. Unpaid Accounts

The Company shall indemnify the City from all claims arising of the unpaid accounts relating to the Work. The City shall have the right at any time to require satisfactory evidence that the Work of which any payment has been made or is to be made by the City is free and clear of liens, attachments, claims, demands, charges or other encumbrances.

18. Suspension of Work

The City may without invalidating the Contract, suspend performance by the Company from time to time of any part or the whole of the work for such reasonable time as the City may determine. The resumption and completion of the Work after the suspension shall be governed by the schedule established by the City.

19. Changes in the Work

The City may, without invalidating the contract, direct the Company to make changes to the Work. When the change causes the increase or decrease in the Work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease

20. Accessibility Regulations for Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- (a) How to interact and communicate with persons with various types of disability
- (b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
- (c) How to use equipment that is available on the premises that may help in the provision of goods or services;
- (d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services; and Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

A Company dealing with members of the public on behalf of the City of Pickering or engaged in Work for the City must meet the requirements of Ontario Regulation 429/07 with regard to training.

A document describing the training policy, a summary of the contents of the training and details of training dates and attendees will be requested within 2 to 3 days of the closing date and must be submitted to the City, generally within two (2) days from time of request. If not available, the on-line training module set up by the Ministry of Community Services and Social Services – Access Canada – <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html> shall be completed by the Company, who will need to be trained prior to any Work is undertaken for the City. At the end of the training module, Company to print the Certificate of Completion and provide it to the City as instructed.

21. Statement of Understanding

The Company agrees the quotation it submitted was made without connection, knowledge, comparison of figures, or arrangements with any persons submitting a quotation and it is in all respect fair and without collusion or fraud.

The Company agrees that no member of City Council or any officer of the Municipal Corporation is, shall be or become interested, directly or indirectly in, or in the performance of the contract, or in the business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

22. Freedom of Information

The Company acknowledges that any quote submitted shall become a record belonging to the City of Pickering and therefore is subject to the Municipal Freedom of Information and Protection of Privacy Act. This provincial law gives individuals, businesses and other organizations a legal right to request records held by the City, subject to specific limitations. The Company should be aware that it is possible that any records provided to the City, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. Records relating to the contract could possibly be released under MFIPPA. If the Company believes that all or part of the quote should be protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the submission from release, but it will assist the City in making a determination on release if a request is made. The identity of all companies, as well as total prices, may be available to the public subject to the City's Purchasing Policy.

23. Respect in the Workplace

The Company shall ensure all employees undertaking the work of this contract are respectful to City employees and residents. City Policy No. HUR 070, Respect in the Workplace, is applicable to contractors, as identified in Section 05 of the Policy.

Health & Safety Regulations

1.
 - a) The Corporation of the City of Pickering is “The City” throughout the term of this contract.
 - b) The Company is the “employer” throughout the term of this contract.
2. The Employer certifies that it, its employees, its subcontractors and their employees,
 - a) are aware of their respective duties and obligations under the *Occupational Health and Safety Act*, as amended from time to time, and all Regulations there under (the “*Act*”); and
 - b) have sufficient knowledge and training to perform all matters required pursuant to this tender/contract safely and in compliance with the *Act*.
 - c) are apprised of and will comply with legislation, public health guidelines and the City’s procedures as they relate to COVID-19. It is understood that the City may request that Employer/Contractor staff be replaced if they are not complying with these policies and procedures and the Employer/Contractor shall promptly facilitate the replacement.
 - d) are subject to a Workplace Vaccination Policy in effect in the workplace
 - e) who will have in-person interaction with City employees or the public in performance of work has received the required number of doses of a COVID-19 vaccine, or a combination of COVID-19 vaccines approved by Health Canada and/or the World Health Organization at the correct interval.
3. In the performance of all matters required pursuant to this tender/contract, the Employer shall,
 - a) act safely and comply in all respects with the *Act*, and
 - b) ensure that its employees, its sub-contractors and their employees act safely and comply in all respects with the *Act*.
4. The Employer shall rectify any unsafe act or practice and any non-compliance with the *Act* at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
5. The Employer shall permit representatives of the City on site, at any time or times for the purpose of inspection, to determine compliance with this tender/contract.
6. No act or omission by any representative of the City shall be deemed to be an assumption of any of the duties or obligations of the Employer, or any of its sub-contractors under the *Act*.
7. The Employer shall indemnify and save harmless the City,

- a) from any loss, inconvenience, damage or cost to the City, which may result from the Employer or any of its employees, its sub-contractors or their employees failing to act safely or to comply in all respects with the *Act* in the performance of any matters required pursuant to this tender/contract; and
- b) against any action or claim, and costs related thereto, brought against the City, by any person arising out of any unsafe act or practice or any non-compliance with the *Act* by the Employer or any of its employees, its sub-contractors or their employees in the performance of any matter required pursuant to this tender/contract;
- c) from any and all charges, fines, penalties, and costs that may be incurred or paid by the City if the City (or any of its Members of Council or employees) shall be made a party to any charge under the *Act* in relation to any violation of the *Act* arising out of this tender/contract.

8. The Employer shall abide by the *Workplace Safety & Insurance Act*, as amended from time to time and all regulations there under.

Condition of Work Site

The Employer shall remove and legally dispose of debris, packaging and waste materials frequently, or as directed by the City, in accordance with all governmental regulations applicable to such activities.

Liability

The Employer agrees to at all times defend, fully indemnify and save harmless the City from all actions, suits, claims and demands, losses, costs, charges and expenses arising by reason of injury or death to any person or any property or charges brought or made against or incurred by the City from or relating to the work performed or to be performed herein.

Acknowledged:

Name (please print)

Employer

Signature

Date

*****This Information Does Not Have To Be Submitted With The Proposal*****

Appendix E – Reference Form

Proponents must provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the Proponent in the last five (5) years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

State the number of years your Company has been in business: _____

Information received on this form and obtained from reference checks will be considered during evaluations and will be used to serve the best of interests of the City and no liability shall accrue to the City from such an undertaking and all decisions derived therefrom.

****A Reference Summary on This Page or Other Paper Stock Must Be Completed and Submitted With The Proposal****



Certificate of Insurance

Proof of liability insurance will be accepted on this form. If a facsimile has been transmitted, the original certificate must follow. **This form must be completed and signed by your insurance broker.**

This is to certify that the policy(ies) of insurance described below have been issued to the insured for the policy period indicated.

Name of Insured:	Street Address of Insured:
Telephone Number of Insured:	City Postal Code
Location and Operations of Insured for which Certificate is issued: All Operations Performed For The City of Pickering	

Automobile Liability Insurance

Insuring Company	Policy Number(s)	Amount of Coverage	Effective Date	Expiry Date
			D/M/Y	D/M/Y

Automobile liability insurance covering third party damage and bodily injury liability (including accident benefits) as may be required by applicable laws arising out of any vehicle owned in whole or in part and licensed in the name of the insured, including all vehicles leased on a long term basis, in connection with this contract.

Professional Liability

Insuring Company	Policy Number(s)	Amount of Coverage	Effective Date	Expiry Date
			D/M/Y	D/M/Y

Commercial General Liability

Insuring Company	Policy Number(s)	Amount of Coverage	Effective Date	Expiry date
			D/M/Y	D/M/Y

Commercial General Liability is extended to include Personal Injury Liability, Contractual Liability, Non-Owned Automobile Liability, Owner’s and Company’s Protective Coverage, Products-Completed Operations, Contingent Employer’s Liability, Cross Liability Clause and Severability of Interest Clause.

RFP2021-9 Northeast Pickering Community Plan

With respect to the Commercial General Liability, **The City of Pickering** has been added as an Additional Insured without subrogation but only with respect to its interest in the operations of the named insured.

The Commercial General Liability Policy(ies) identified above shall protect each insured in the same manner and to the same extent as though a separate policy has been issued to each, but nothing shall operate to increase the Limits of Liability as identified above beyond the amount or amounts for which the Company would be liable if there had been only one Insured.

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to The Corporation of the City of Pickering. If cancelled or changed so as to reduce the coverage as outlined on this certificate, during the period of coverage as stated herein, thirty (30) days, prior written notice by registered mail will be given by the Insurer(s) to:

The Corporation of the City of Pickering
Corporate Services Department
One The Esplanade
Pickering, Ontario L1V 6K7
Phone: 905.420.4634 Fax: 905.420.5313

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date:	Name, Address, Fax and Telephone Number of Insurance Broker:	Signature of Authorized Representative or Official:
	Mailing Address of Insurance Broker:	Print Name of above Authorized Representative or Official:

*****This Information Does Not Have To Be Submitted With The Proposal*****



Report to Planning & Development Committee

Report Number: PLN 31-21

Date: June 7, 2021

From: Kyle Bentley
Director, City Development & CBO

Subject: Northeast Pickering Area
Request for Proposals Particulars for Preparation of a Community Plan for
Northeast Pickering
Funding Agreement for Consulting Assistance
Funding Agreement for a Senior Project Manager
- File: D-1100-099

Recommendation:

1. That Council approve the draft "Appendix D – Request for Proposals Particulars Northeast Pickering Community Plan", which identifies the deliverables, including scope of work, project management, consultation and engagement, and timetable, for the consulting assignment for the preparation of an overall community plan for the Northeast Pickering Area for the consideration of Council, generally as set out in Appendix I to Report PLN 31-21;
2. That Council approve the funding agreement between the North East Pickering Landowners Group Inc. and the City of Pickering, for the hiring of a planning consulting team to prepare a Community Plan for the Northeast Pickering Area, generally as set out in Appendix II to Report PLN 31-21;
3. That Council approve the funding agreement between the North East Pickering Landowners Group Inc. and the City of Pickering, for the hiring of a Senior Project Manager (contract) dedicated to managing the preparation of the overall community plan for the Northeast Pickering Area, generally as set out in Appendix III to Report PLN 31-21;
4. That the Mayor and City Clerk be authorized to execute the funding agreements subject to any minor refinements acceptable to the Chief Administrative Officer, the Director, Corporate Services & City Solicitor and the Director, Finance & Treasurer;
5. That staff be authorized to issue Request for Proposals for the overall Northeast Pickering Community Plan, subject to any minor refinements to the project particulars acceptable to the Director, City Development & CBO and the Director, Economic Development & Strategic Projects, following the execution of the funding agreements and the hiring of the contract Senior Project Manager;
6. That staff report back to Council on the recommended planning consulting team; and
7. That Council authorize the appropriate City officials to undertake the necessary actions required to implement the above recommendations.

Executive Summary: Council Resolutions #173/19 and #347-348/20 directed staff to outline a process to initiate a secondary plan for a new proposed community in Northeast Pickering, and to arrange the establishment of a dedicated team with the landowners (see Location Map, Attachment #1, and Pickering Council Resolutions #173/19 and #347-348/20, Attachments #2 and #3).

Since that time, a North East Pickering Landowners Group Inc. (NEPLG) has been established. Currently, six landowners comprise the group, although discussions are underway to include other property owners. For the past several months, staff have been having regular meetings with NEPLG representatives to develop a work program for the community planning process, and to establish a terms of reference for the Request for Proposals (RFP) to procure a consultant team to undertake the necessary background and planning studies in support of the vision for this community (see Request for Proposals Particulars Northeast Pickering Community Plan, Appendix I).

Also, staff has been working with the NEPLG to secure funding for this initiative. NEPLG has committed to funding the majority of the cost for the consulting team (29 percent is covered by Development Charges; therefore, the NEPLG will be funding 71 percent of the cost). The NEPLG will be fully funding the cost of a 3-year contract City staff member to co-ordinate this project (see Funding Agreement for Northeast Pickering Community Plan Consulting Assistance, Appendix II and Funding Agreement for the Northeast Pickering Senior Project Manager Position, Appendix III).

It is recommended that Council approve the Request for Proposals (RFP) Particulars substantially as set out in Appendix I to this Report. The draft funding agreements have been reviewed and approved by the Director, Corporate Services & City Solicitor and the Director, Finance & Treasurer. It is recommended that Council approve the funding agreements substantially as set out in Appendices II and III to this Report, and authorize their execution. Further, it is recommended that Council authorize staff to release the RFP, subject to the funding agreements being executed between the NEPLG and the City, and the timing of the contract staff member being hired, and report back to Council with appropriate recommendations.

Financial Implications: A planning study for Northeast Pickering is identified in the current 2021 approved budget for Planning & Design with funding to be provided by 71 percent from Landowners and 29 percent from DCs. A full-time, contract Project Manager for Northeast Pickering is identified in the current 2021 approved budget for the Office of the CAO for a total of \$155,000. The position is to be funded 100 percent by external sources.

The implementation of the recommendations of this report enable funding to be secured from the North East Pickering Landowners Group to:

- (a) offset 71 percent of the cost of the City retaining the services of a consulting team to undertake an overall community plan for Northeast Pickering community, and
- (b) offset the full cost of the City hiring a contract Senior Project Manager position (including salary, vacation, benefits, expenses, and equipment (computer, phone, etc.)), for a term of 3 years.

Discussion: The planning for the future development of Northeast Pickering area has been underway for the past 4 years (see Location Map, Attachment #1). In response to delegations and submissions from one of the Northeast Pickering landowners (Dorsay Development Corporation), Council passed Resolutions #173/19 and #347-348/20, which included the following actions:

- reaffirmed Council's support for inclusion of the Northeast Pickering lands within an expanded urban area (see Pickering Council Resolution, #140/19);
- indicated Council's support for the proposed community planning principles for Northeast Pickering;
- directed staff to outline a process to initiate a secondary plan for the new proposed community in Northeast Pickering; and
- requested staff to work with the landowners to establish a dedicated team for this project.

Copies of Resolutions #173/19, #347-384/20 and #140/19 are provided as Attachments #2, #3 and #4.

In December 2020, the North East Pickering Landowners Group Inc. (the 'NEPLG') was established, and as of writing this Report, includes representatives from:

- Dorsay Development Corporation;
- Stonelake Developments Inc. (Tribute);
- Canelli Heights Development Inc. (Greenpark);
- Cougs (Lakeridge) Ltd. (Coughlan Homes);
- 2750 Highway 7 Inc. (Clark/Ravi); and
- Pinebrown Salem Lands Ltd. (the Brown Group).

The NEPLG control approximately 40 percent of the lands in Northeast Pickering. The Group has a group manager, a planner, a lawyer, a trustee, and the Group has established a funding mechanism. The NEPLG has revised the community planning principles for Northeast Pickering (which were originally developed by Dorsay Development Corporation, in consultation with City staff), to only 'consider', not require, a true-north road configuration, where feasible. The community planning principles form part of the Request for Proposals Particulars (see Appendix I).

The NEPLG has committed to funding a 3-year contract staff position for the City to coordinate the community plan process. The NEPLG has also committed to funding 71 percent of the cost of the consulting assistance that the City will require to undertake the community planning process. The remainder of the cost will be funded by Development Charges.

The Region of Durham is currently undertaking a Municipal Comprehensive Review of its Official Plan. Through that review process, the need for additional land for urban development is being assessed. Pickering Council is already on record as supporting an expansion to the urban boundary to include Northeast Pickering (see Pickering Council Resolutions #140/19 and #173/19, Attachments #2 and #4). The Region anticipates having its new Official Plan adopted by Regional Council in 2022. The Province is the approval authority for the Region's new Official Plan. Commencing the community plan process for Northeast Pickering now will allow the Region to be in a position to approve the City's official plan amendment that will be the outcome of the community plan study.

It is recommended that Council approve the Request for Proposals (RFP) Particulars substantially as set out in Appendix I to this Report. It is recommended Council approve the funding agreements, substantially as set out in Appendices II and III to this Report, and authorize their execution. Further, it is recommended that Council authorize staff to release the RFP, subject to the funding agreements being executed between the NEPLG and the City, and the timing of the contract staff member being hired, and report back to Council with appropriate recommendations.

Appendices:

- Appendix I Request for Proposals Particulars Northeast Pickering Community Plan
- Appendix II Funding Agreement for Northeast Pickering Community Plan Consulting Assistance
- Appendix III Funding Agreement for the Northeast Pickering Senior Project Manager Position

Attachments:

1. Location Map
2. Pickering Council Resolution #173/19
3. Pickering Council Resolutions #347-348/20
4. Pickering Council Resolution #140/19

Prepared By:

Original Signed By

Catherine Rose, MCIP, RPP
Chief Planner

CR:ld

Approved/Endorsed By:

Original Signed By

Kyle Bentley, P. Eng.
Director, City Development & CBO

Original Signed By

Fiaz Jadoon
Director, Economic Development &
Strategic Projects

Recommended for the consideration
of Pickering City Council

Original Signed By

Marisa Carpino, M.A.
Chief Administrative Officer

**Request for Proposals Particulars
Northeast Pickering Community Plan**

Appendix D – Request for Proposals Particulars
Northeast Pickering Community Plan

DRAFT

Contents

A:	THE DELIVERABLES	1
1.0	Introduction and Purpose	1
1.1	Study Area	1
2.0	Background	1
2.1	Envision Durham	1
2.2	Carruthers Creek Watershed Plan.....	2
2.3	Initiating the Community Planning Process	2
3.0	Policy Context	2
4.0	Project Organization and Management	2
4.1	City's Project Manager.....	3
4.2	Consulting Team Project Lead	3
4.3	Consulting Team.....	4
4.4	Steering Committee	4
5.0	Scope of Work	5
5.1	Phase 1: Develop Work Plan and Confirmation of Vision and Principles	5
5.1.1	<i>Develop Work Plan</i>	5
5.1.2	<i>Develop Stakeholder Engagement Strategy</i>	5
5.1.3	<i>Confirm Vision and Guiding Principles</i>	6
5.1.4	<i>Lakeridge Health Acute Care Hospital – Request for Information</i>	6
5.2	Phase 2: Background Studies	6
5.2.1	<i>Prepare Terms of Reference</i>	6
5.2.2	<i>Undertake Required Background Studies</i>	6
5.2.2.1	Planning Report and Community Master Plan.....	6
5.2.2.2	Community Services and Facilities Study.....	7
5.2.2.3	Transportation Background Analysis	7
5.2.2.4	High Level Background Servicing Analysis	8
5.2.2.5	Natural Heritage and Hazard Background Analysis.....	8
5.2.2.6	Archeological Assessment	9
5.2.2.7	Cultural Heritage Analysis.....	9
5.2.2.8	Urban Design Guidelines	9
5.2.2.9	Housing Affordability Strategy	9

5.2.2.10	Retail Market Study.....	10
5.2.2.11	Agricultural Impact Assessment.....	10
5.2.2.12	Sustainability Plan.....	10
5.2.2.13	Employment Lands Strategy.....	10
5.2.3	<i>Develop Community Structure Plan and Neighbourhood Plan Areas.....</i>	11
5.3	Phase 3: Refinement of Community Structure Plan & Neighbourhood Plan Areas & Preparation of Draft Official Plan Amendment.....	11
5.3.1	<i>Prepare Draft Official Plan Amendment.....</i>	11
5.4	Phase 4: Official Plan Amendment Adoption and Approval.....	11
5.4.1	<i>Official Plan Amendment Adoption.....</i>	11
5.4.2	<i>Official Plan Amendment Regional Approval.....</i>	12
6.0	Consultation and Engagement Strategy.....	12
7.0	Meetings & Presentations.....	13
8.0	Project Schedule.....	14
9.0	Considerations.....	15
9.1	AODA Compliance and City of Pickering Brand Guidelines.....	15
9.2	Submission of Electronic Documents.....	16
10.0	Resources.....	16
B:	MATERIAL DISCLOSURES.....	19
C:	MANDATORY TECHNICAL REQUIREMENTS.....	20
D:	RATED CRITERIA.....	21
Appendices		
Appendix A:	Northeast Pickering Community Plan Study Area	
Appendix B:	Preliminary Vision and Community Design Principles	

A: THE DELIVERABLES

1.0 Introduction and Purpose

The City of Pickering is seeking the professional services of a qualified Consulting Team to prepare a Community Plan (Secondary Plan) and associated background studies for lands in Northeast Pickering. The purpose of the Community Plan is to establish a more detailed planning framework in accordance with the City of Pickering Official Plan and Durham Region Official Plan.

The Northeast Pickering Community Plan (NPCP) work program will be undertaken as the background study in support of a City-initiated Official Plan Amendment to the Pickering Official Plan. The Amendment will be a “parent” or “Part One” plan, and as a minimum, contain the vision, the guiding principles, the master plan concept, and implementing policies including directions on secondary plan requirements. The Community Plan work program will be undertaken in cooperation with the City of Pickering, the Region of Durham, and in consultation with the public, agencies and other stakeholders.

A final work plan shall be prepared by the successful Consulting Team prior to commencement of the Community Planning (Secondary Plan) process.

1.1 Study Area

The Northeast Pickering Community Plan (NPCP) Area encompasses approximately 1,600 ha (4,000 acres) in Northeast Pickering. The lands are situated in northeast Pickering, generally north of Highway 7, south of Concession Road 8, west of Lake Ridge Road, and east of Westney Road.

The extent of the Community Plan is identified in Appendix A as the Northeast Pickering Lands.

2.0 Background

As part of the Region’s previous Municipal Comprehensive Review, some of the lands in northeast Pickering were recommended for urban development. However, when the Minister of Municipal Affairs & Housing approved the Region’s Official Plan Amendment #128, the Minister did not support the inclusion of the lands at that time. The Minister added policy 7.3.11 p) to the Regional Official Plan that reads as follows:

“where a comprehensive review of this Plan includes consideration of lands for Urban Area expansion within the City of Pickering east of the Pickering Airport lands, outside of the Greenbelt Plan, the following additional matters will be assessed and evaluated at that time: i) the amount and rate of development that has occurred in the Seaton Community; and ii) the preparation and completion of a watershed plan update for the East Duffins and Carruthers Creek watersheds.”

2.1 Envision Durham

The Region is currently undertaking Envision Durham a Municipal Comprehensive Review of the Regional Official Plan to ensure conformity of the Official Plan with the policies of the

Growth Plan. A key component of the Envision Durham background studies includes a Growth Management Study (GMS). The Region's GMS is being completed in two phases. The first focuses on the completion of a Land Needs Assessment (LNA). The LNA is a comprehensive review and calculation of the Region's land base, including existing urban areas, to determine how the Growth Plan population and employment forecasts can be accommodated and how much, if any, additional urban land is required. The second, focused on determining the most appropriate location for Urban Boundary expansions. As part of the GMS, the Region will be considering the Northeast Pickering lands for Settlement Area Expansion (refer to Durham Region Report 2020-P-15).

The GMS will provide the appropriate analysis of the Seaton Community to satisfy subsection i) of policy 7.3.11 p) of the Regional Official Plan.

2.2 Carruthers Creek Watershed Plan

Furthermore, the Toronto and Region Conservation Authority (TRCA) initiated a review of the Carruthers Creek Watershed Plan in 2015. The draft watershed plan, was released for public review and comment on March 2020. City staff prepared comments on the draft Watershed Plan (see Pickering Report PLN 16-20). The City of Pickering's Planning & Development Committee approved the recommendations of the Report on September 24, 2020. The public comment period closed March 19, 2021. Feedback will be incorporated into an updated draft, which will be presented to Durham Regional Council.

The final Carruthers Creek Watershed Plan will satisfy the requirements of subsection ii) of policy 7.3.11 p).

2.3 Initiating the Community Planning Process

Prior to commencing a Work Program for the NPCP, City staff must report to Council on the Work Program and receive Council's authorization to proceed. This is building on Resolution #173/19 from the November 25, 2019 Council Meeting, see attached modified Principles in Appendix B.

The NPCP will be a prototypical community focused on the mental and physical well-being of its residents and the sustainability of its natural environment. This will be accomplished through ground-breaking approaches to environmental and social place-making, healthy living practices, and community resiliency. The NPCP is conceptualized and realized through a holistically planned community that is Complete, Thriving (sustainable) and Connected (smart)."

3.0 Policy Context

The Community Plan must conform with and be consistent with all applicable policies and land use planning requirements of the City of Pickering, Region of Durham, and Province of Ontario. The City of Pickering Official Plan should serve as the starting point for this analysis.

4.0 Project Organization and Management

The City of Pickering is looking for a superior interdisciplinary Consulting Team to undertake the

Northeast Pickering Community Planning Program. The Consulting Team's Project Lead and City's Project Manager will have experience in coordinating major multidisciplinary projects of a similar scope and scale, exercise strong financial control, integrate and inform work underway through related studies by others, and creatively address competing interests. The Consulting Team will demonstrate strong leadership skills and a commitment to implementing a model of sustainable development.

The Consulting Team will bring expertise in sustainable community development, urban design, housing, retail market assessment, parks and recreation, transportation, engineering, planning, landscape ecology, communication, consultation and engagement, report writing and drafting policy. The Consulting Team, in collaboration with the City of Pickering, will be responsible for establishing the Work Program and the necessary studies and consultation required to produce the Northeast Pickering Community Plan.

The Community Plan will be led by the Consulting Team's Project Lead and conducted by the Consulting Team. A Project Manager assigned from the City of Pickering will manage the Community Plan process and oversee the Consulting Team's Project Lead and the Consulting Team. A Steering Committee will provide strategic direction and will consist of representatives from various City departments, agencies, and landowner representatives.

The responsibilities of the City's Project Manager, Consulting Team Project Lead, Consulting Team and Steering Committee are outlined below.

4.1 City's Project Manager

The Community Planning process will be led by the City Development Department who will assign a Project Manager to this process. The Project Manager will be responsible for the supervision of the process ensuring it is carried out to the satisfaction of the City in accordance with this request for proposal, and the Consulting Team's proposal. The Project Manager will monitor the progress of the process, circulate reports for review and comment, liaise with the Consulting Team's Project Lead, and exercise budgetary control.

The Project Manager is to be:

- Kept informed through regular progress meetings with the Consulting Team and Steering Committee for the duration of the Study;
- Copied on all correspondence;
- Advised of significant problems, issues, options, and solutions considered;
- Involved in meetings with the public and stakeholders;
- Consulted prior to making any changes to the project schedule; and
- Advised of any additional work considered beyond the scope of work (additional work is not to be undertaken without prior written approval by the City's Project Manager).

4.2 Consulting Team Project Lead

The Consulting Team's Project Lead will make all day-to-day decisions, address requests for information, coordinate the Consulting Team's work, ensure the process is within budget, and be responsible for all the deliverables outlined in this request for proposal.

The Project Leader will:

- Attend meetings with City staff, the public and stakeholders;
- Involve the City's Project Manager in any meetings with the public, agencies and stakeholders (all liaison with the public and stakeholders by the Company must be approved by the Project Manager);
- Prepare agendas, draft meeting notes, and final meeting notes for the Steering Committee meetings and progress meetings;
- Provide written responses to questions raised at meetings, as required (the City's Project Manager is to review and approve responses prior to responding to the public and stakeholders);
- Liaise and correspond with the City's Project Manager to obtain and communicate information related to the Study;
- Advise the City's Project Manager of significant problems/issues and options considered;
- Update the City's Project Manager on a monthly basis on details of the Study;
- Co-ordinate project tasks with any related task undertaken by the City;
- Prepare and submit reports, drawings and other documentation to the City and obtain comments, and approvals;
- Submit progress reports to the City's Project Manager at least five (5) days prior to any progress meeting;
- Prepare for, operate, and follow-up on open houses and other consultations including presentations/displays, and dry-runs;
- Record and prepare a summary of comments; and
- Receive the City's Project Manager's prior written approval for any significant change from the approved project schedule, budget or tasks.

4.3 Consulting Team

The Consulting Team shall have the necessary qualifications to undertake the scope of work and deliverables detailed in Section 5.0.

4.4 Steering Committee

The Northeast Pickering Steering Committee will be led by the City's Project Manager and will have senior representation from various City Departments, the Consulting Team Project Lead, Region of Durham, Conservation Authorities, Landowners Group, and other agencies and stakeholders as may be required.

The purpose of the Steering Committee is to ensure that all of the major stakeholders in the Community Plan area have a forum and opportunity to make their interests known. The Committee is intended to keep all relevant agencies and organizations up to date on the status up the planning process and timelines for achieving key milestones, as well as to highlight issues and progress that is made on any related studies.

The Steering Committee will:

- Provide advice and strategic direction to the City and the Consulting Team on the overall Community Plan process; and,

- Review draft and final meeting notes for Steering Committee meetings.

The Steering Committee members will serve as the liaison between their respective agency/organization and the City. Members are responsible for coordinating and representing their agency's/organization's position.

5.0 Scope of Work

The NPCPNPCP Work Program is intended to occur in four (4) phases including the following:

- Phase 1: Develop Work Plan and Confirmation of Vision and Guiding Principles;
- Phase 2: Background Studies, Preliminary Community Structure Plan & Neighbourhood Plan Areas;
- Phase 3: Refinement of Community Structure Plan & Neighbourhood Plan Areas & Preparation of Draft Official Plan Amendment; and,
- Phase 4: Official Plan Amendment Adoption & Approval

Key components of the scope of work required to be undertaken by the Consulting Team as part of each phase is detailed in the subsections below.

5.1 Phase 1: Develop Work Plan and Confirmation of Vision and Principles

Phase 1 of the Community Planning Program is intended to occur concurrently with Phase 2 and includes the following key tasks:

5.1.1 Develop Work Plan

At the outset of this project, the Consulting Team will be required to develop a Work Plan, including a chart with key deliverable and meeting milestones, for review and approval by City staff in consultation with the Steering Committee. The Consulting Team's Work Plan will be based on the Scope of Work detailed in Section 5.0 and the Project Schedule included in Section 8.0 of this document.

5.1.2 Develop Stakeholder Engagement Strategy

The Consulting Team will be required to develop a Stakeholder Engagement Strategy with recommended approaches and formats for engaging broad interest and public participation in the Community Plan process (e.g. type of session, required materials etc.). The Strategy at minimum shall include, recommendations for the required Public Consultation Meetings, Statutory Public Meeting and Steering Committee Meetings outlined in Section 7.0. The Strategy shall also clarify the roles and responsibilities of the Project Team. In general, it is expected the Consulting Team will be responsible for preparation, operation and follow-up on open houses and other consultations, including presentations/displays, dry-runs, set-ups, attendance, and compilation of comments. The City will be responsible for preparation and circulation of public notices for the public/stakeholder consultation meetings.

Additional consultations with specific stakeholders may be identified through the course of the Study.

Further details on the Stakeholder Engagement Strategy are provided in Section 6.0.

5.1.3 Confirm Vision and Guiding Principles

The Consulting Team will be required to facilitate visioning sessions with key stakeholders and the public. The sessions are intended to aid the City in confirming an overall vision and guiding principles for the NPCP, as well as to support the development of a Community Structure Plan and Neighbourhood Plan Areas.

This task includes six (6) Public Consultation Session as identified in Section 7.0.

The Vision and Community Design Principles included as Appendix B should form the preliminary basis of this exercise and shall be refined by the Consulting Team, in consultation with the City, as a result of stakeholder and public engagement.

5.1.4 Lakeridge Health Acute Care Hospital – Request for Information

The Consulting Team is to use a \$20,000 total budget allotment (excluding HST) to assist the City of Pickering's Hospital Task Force with the completion of the necessary Lakeridge Health Request for Information (RFI) and/or Request for Proposal (RFP) processes associated with a new acute care hospital site selection within Durham Region.

It is the understanding, that Lakeridge Health will be undertaking a RFI and/or RFP process for the new acute care hospital site located within Durham Region. In addition to the budget allotment, the Consulting Team is to include appropriate tasks within the Work Plan to include address the potential for a hospital site located within the NPCP.

5.2 Phase 2: Background Studies

Phase 2 of the Community Planning Program includes the following key tasks:

5.2.1 Prepare Terms of Reference

The initial step of the Phase 2 Work Program involves the preparation of detailed Terms of Reference for required studies, circulation of draft Terms of Reference to the Steering Committee for review and comment, and finalization of Terms of Reference prior to commencing work on the respective studies.

This task includes one (1) Steering Committee Meeting as identified in Section 7.0.

5.2.2 Undertake Required Background Studies

The following studies and analyses will be required to be completed by the Consulting Team. It is expected that the City will circulate draft reports to all relevant agencies and stakeholders for review and comment and that reports will be finalized based on this input.

5.2.2.1 Planning Report and Community Master Plan

This report provides the overall planning framework and policy recommendations for the Northeast Pickering Community Plan ("NPCP").

The key sub-deliverables of the report will include:

- 1) An overall statement of the intended character and objectives for the NPCP will be included to provide the framework and vision.
- 2) Compliance matrix addressing the requirements of Provincial Plans, Durham Region Official Plan, and Pickering Official Plan policies.
- 3) A growth management analysis, including the forecasted population, employment, housing mix, density, and recommended phasing policies to stage development.
- 4) Recommended NPCP Community Structure Plan, including:
 - a. Recommended location of community structural elements such as community facilities, parks, hospital, arterial and major collectors roads, and centres and corridors.
 - b. Proposed land use structure and designations,
 - c. Delineation of Neighbourhood Plan Areas,
 - d. Description of the other background studies that feed into the analysis.

The report will form the planning basis for a Community Structure Draft Official Plan Amendment for the NPCP. The Community Structure OPA provides a framework for the preparation of Neighbourhood Plans by establishing policies on land use, accessible, affordable & age-friendly housing, transportation, urban design, community facilities, environmental protection, and servicing and infrastructure for the NPCP.

Relevant work completed to-date: Veraine Master Plan Report, prepared by Sasaki, dated October 2019;

5.2.2.2 Community Services and Facilities Study

Community, cultural, recreational and other public uses are an essential component of the development of the Northeast Pickering Community. The Community Services and Facilities Study assesses the need for community services and facilities (e.g. community centres, parks and open space, schools, places of worship, emergency services) required to adequately support the planned population of the NPCP.

The key sub-deliverables of the report include:

- 1) A review of the community services and facility goals and objectives of the Region and City Official Plans, including a review of all relevant documents including the City's Recreation and Parks Master Plan.
- 2) An assessment of the need for community services and facilities based on population driven service ratios or other City and agency standard service levels and requirements;
- 3) A description of where, how, and when the public services and facilities could be provided.
- 4) a recommendation based on best practices regarding parks and recreation and opportunities for the development of joint and/or mixed-use facilities to achieve land use efficiencies.

5.2.2.3 Transportation Background Analysis

This analysis is required to assess the adequacy of existing local and regional infrastructure (transportation/transit, including pedestrian and bicycle paths), as well as evaluate and identify infrastructure requirements (i.e., new or upgraded local and Regional infrastructure) that will be

necessary to service the Northeast Pickering Community. This analysis will build off Durham's Transportation Master Plan and Pickering's Integrated Transportation Master Plan (for which a Notice of Study Completion has been issued), as well as the City and Region Official Plan policies.

The key sub-deliverables of the report will include:

- 1) An integrated transportation/transit strategy (e.g., road network, public transit, active transportation, complete streets) that will support a well-connected network of corridors and complete streets (roads, rails, sidewalks, trails and bikeways).
- 2) Phases 1 and 2 of the Environmental Assessment (EA) process under the Environmental Assessment Act, with respect to the planning and layout of any arterial or major (mid-block) collector roads. Policies will also be included in the Plan to inform the later completion of Phases 3 and 4 of the EA process.

Relevant work completed: Preliminary Transportation Study Veraine, Pickering: Final Report, prepared by IBI Group, dated October 2019;

5.2.2.4 High Level Background Servicing Analysis

The servicing analysis will be required to examine and identify the adequacy of existing local and regional water and wastewater infrastructure, as well as major infrastructure requirements (i.e., new or upgraded local and Regional infrastructure) necessary to service the Northeast Pickering Community. Information from the Region's Water and Wastewater Master Plan Study Review (currently underway), as well as City and Regional Official Plan policies should be used to inform this analysis.

The key sub-deliverables of this study will include:

- 1) An evaluation of alternatives and recommendations for a preferred strategy.
- 2) The preferred means of servicing the community.

Relevant work completed: Preliminary Master Servicing Report Veraine – North East Pickering, prepared by SCS Consulting Group Ltd., dated April 2020;

5.2.2.5 Natural Heritage and Hazard Background Analysis

This analysis will inventory, characterize and assess natural hazard, natural heritage and water resource features and functions within the NPCP. The analysis will provide recommendations for the protection, conservation and management of natural hazard, natural heritage, and water resource features within the NPCP. The Natural Heritage and Hazard Background Analysis will draw on the City and Regional Official plan policies as well as TRCA and CLOCA guidelines.

The key sub-deliverables of this study will include:

- 1) A hydrology assessment based on flood plain modelling and land use concept and a Regional Flood Analysis and an Assessment of Mitigation Measures
- 2) A desktop assessment of natural heritage features, and recommendations for the creation of a natural heritage system, including mapping and proposed policies;
- 3) Recommendations for a management strategy, implementation and monitoring plan to be implemented through the NPCP and future Neighbourhood Planning Programs.

Relevant work completed: Veraine Environmental Conditions Report: Final Report, prepared by GeoProcess Research Associates, dated June 2020;

Veraine Hydrologic and Hydrogeologic Characterization Final Report, prepared by GeoProcess Research Associates, dated June 15, 2020;

5.2.2.6 Archeological Assessment

The archaeological assessment will identify, assess, and inventory significant archaeological resources or sites and develop a strategy to conserve those archaeological resources as per Ministry of Heritage, Sport, Tourism and Culture Industries 2011 Standards and Guidelines for Consultant Archaeologists. The assessment will also need to draw upon policies of the City and Regional Official Plans.

The key sub-deliverables of this study will include:

- 1) Stage 1 and Stage 2 assessments including:
 - a. background study,
 - b. property inspection,
 - c. property assessment,
 - d. identification of lands requiring further study.

5.2.2.7 Cultural Heritage Analysis

This cultural heritage analysis will identify, inventory and assess the significance of cultural heritage resources (built heritage resources and cultural heritage landscapes) within and in close proximity to the Northeast Pickering Community. Further, it will provide recommendations for the conservation of the cultural heritage resources within the Northeast Pickering Community and draw upon the City and Regional Official Plan policies. Information from Pickering's Municipal Heritage Register and Cultural Strategic Plan, among other plans and studies should be used to inform this analysis.

5.2.2.8 Urban Design Guidelines

The Urban Design Guidelines will result in urban design recommendations that assist in the interpretation of the City's Official Plan policies. The guidelines will detail and illustrate how the Official Plan urban design goals and objectives for the built and natural environment will be achieved within the NPCP Neighbourhoods. The guidelines will provide high-level design direction and will inform the preparation of more detailed urban design and sustainability guidelines as part of future Neighbourhood Planning processes.

5.2.2.9 Housing Affordability Strategy

The strategy will detail the means to achieve the affordable housing targets established by the City and Regional Official Plan policies in housing forms considered affordable to low- and moderate-income households. The strategy will include a demographic and housing profile of the City of Pickering, an analysis of affordability and recommend policies and implementation measures to accommodate affordable housing within the NPCP area and future Neighbourhood Plan areas. The strategy will also need to consider the findings of Durham Region's At Home in Durham (Housing Plan) and Pickering's Housing Strategy Study (currently underway), as well

as the City and Regional Official Plan policies. The Housing Affordability Strategy will be implemented through the NPCP.

5.2.2.10 Retail Market Study

The Retail Market Study will determine the total amount, type, role and function of retail uses to properly serve residents in the Northeast Pickering Community. The study will recommend the distribution of retail space within a retail hierarchy as well as identify the most appropriate locations for designating retail commercial land. In completing the Retail Market Study, the consulting team should consult with the Region of Durham as to whether a Regional Interest in commercial planning has been triggered. This study will also draw from City and Regional Official Plan policies.

5.2.2.11 Agricultural Impact Assessment

This assessment will include a review of agricultural land uses within and surrounding the Northeast Pickering Community and the applicable planning policies and regulations. The assessment will identify the potential of adverse physical and operational impacts of the proposed land uses on surrounding agricultural uses and where applicable propose mitigative measures. It will also need to consider how the change in land use will adversely affect existing and future agricultural production or activities in the area. The assessment will need to draw upon the work and recommendations of the Durham Region Agricultural Strategy and the City and Region Official Plan policies. Information from OMAFRA's Guidance Document for Agricultural Impact Assessments, among other plans and studies, should be used to guide this analysis.

Relevant work completed: High Level Agricultural Assessment for Agricultural Capability, Livestock Operations and Identification of Agri-food Network Operators Durham Region, prepared by DBH Soil Services Inc., dated October 2019.

5.2.2.12 Sustainability Plan

The purpose of the Sustainability Plan is to establish sustainable initiatives, principles and implementation measures to guide future development. The plan should align with and build upon the goals and objectives found within the City and Regional Official Plans. The plan should review and consider the City of Pickering Sustainable Guidelines (latest version currently under review), Guideline #1 and Guideline #2 as well as Durham's Community Climate Action Plan. Furthermore, it should identify sustainability measures at different stages of the development process (e.g. those applicable at draft plan of subdivision vs those more appropriate at site plan control and building permit).

Relevant work completed: The Veraine Sustainability Report, prepared by Urban Equation, dated October 2019;

5.2.2.13 Employment Lands Strategy

The Employment Lands Strategy (ELS) will provide a recommended vision and strategy to ensure the provision of an adequate supply of jobs for the City of Pickering's growing population. The ELS is to include a review of the City of Pickering's current employment land areas and related policies, best practices review, and analysis of trends/factors influencing

employment. It will assist in identifying employment land locations (primarily along the Highway 407 corridor) and offer guidance on the planning framework and policy recommendations for the NPCP.

5.2.3 Develop Community Structure Plan and Neighbourhood Plan Areas

Based on the results of the visioning exercises and the findings and recommendations of preliminary background study work the Consulting Team will refine the Community Structure Plan and Neighbourhood Plan Areas and will identify next steps and requirements for Neighbourhood Plans. The Consulting Team, along with City staff and in consultation with the Steering Committee will assess the merits of the Community Structure Plan and delineated Neighbourhood Plan Areas.

This task includes one (1) Public Consultation Session and one (1) Steering Committee Meeting as identified in Section 7.0.

5.3 Phase 3: Refinement of Community Structure Plan & Neighbourhood Plan Areas & Preparation of Draft Official Plan Amendment

Phase 3 of the Community Planning Program includes the following key tasks:

5.3.1 Prepare Draft Official Plan Amendment

This task involves the preparation of draft Official Plan Amendment policies and associated schedules for the NPCP. The draft Official Plan Amendment will be a “parent” or “Part One” plan, and at minimum shall contain the vision, the guiding principles, the master plan concept, and implementing policies including directions on secondary plan requirements.

The draft amendment will be circulated to relevant agencies and stakeholders for review and comment.

This task includes one (1) Steering Committee Meeting as identified in Section 7.0.

5.4 Phase 4: Official Plan Amendment Adoption and Approval

Phase 4 of the Community Planning Program includes the following key tasks:

5.4.1 Official Plan Amendment Adoption

This task involves the refinement of the draft Official Plan Amendment and associated schedules in response to agency and stakeholder comments. It will result in the preparation of a draft final Official Plan Amendment and associated schedules for consideration by the City’s Planning & Development Committee and Council for adoption.

This task includes one (1) Statutory Public Meeting and one (1) Committee/Council Meeting for the Recommended By-law.

5.4.2 Official Plan Amendment Regional Approval

The Council adopted Official Plan Amendment and supporting background studies will be provided by the City to the Region of Durham for approval. This task includes City staff's and the Consulting Team's review and response, as required, to Regional comments and proposed modifications regarding the Council adopted Official Plan Amendment.

6.0 Consultation and Engagement Strategy

Initiating a dialogue with the public and stakeholders, and facilitating participation in the process is key to achieving broad support in the development and successful implementation of the new By-law. A strong emphasis placed on consultation in this Study.

The consultation strategy is to include proposed consultations (information and response components) with Aboriginal communities, First Nations and Métis communities. It is noted that the strategy is to be flexible and adaptable, considering the information obtained throughout the consultation strategy.

As such, the Consulting Team shall prepare, and include in their proposal, a consultation strategy that demonstrates how they propose to obtain early input from the public and stakeholders in an effort to advance the resolution of issues, and identify concerns requiring further research. The consultation strategy is to incorporate the City of Pickering's digital engagement platform. The final consultation strategy is to be developed following the project kick-off meeting and in coordination with the City of Pickering's Corporate Communicates staff to ensure that it utilizes current communication methods/platforms.

Over the course of the Community Plan process, the Consulting Team will facilitate public consultation, host open houses, present the draft discussion papers and draft By-law to Planning & Development Committee and Council, and present the recommended By-law to Planning & Development Committee. The City shall be responsible for the preparation and circulation of public notices for public/stakeholder consultation meetings and public meetings. Additional consultations with specific stakeholders may be required.

The Consulting Team will be responsible for the following:

- Facilitation, presentation and subject matter expertise at public and stakeholder meetings, including the preparation and delivery of any presentations, preparation and printing of handout material and/or display boards, and, staffing for public consultation sessions;
- Presentation and subject matter expertise at meetings of the Planning & Development Committee and Council; including the preparation and delivery of any presentations, display boards, and consolidation/summary of comments;
- Creation and maintenance of a public consultation file, including a matrix documenting public and stakeholder comments with the Project Team and City staff responses;
- Preparation of agenda, draft meeting notes, and final meeting notes for the progress meetings and Steering Committee meetings;
- Advice/input on consultation proposed by The City, such as media releases and

newspaper ads, social media advertisements, website page, brochures, etc; and,

- Recommended approach for consultation (and form of consultation) with specific stakeholders that may be warranted or appropriate to seek input on specific topics.

The City’s Project Manager will be responsible for the following:

- Establishment and updating of a study page on the City’s website to facilitate communication with the public;
- Creation and maintenance of a database of public, stakeholder and agency contacts;
- Posting of social media messaging;
- Booking of venues and audio visual equipment, and provision of refreshments (as warranted) for all public and stakeholder meetings;
- Circulation of any study documents/deliverables; and,
- Preparation and circulation of public notices in the local newspaper, mail, email, on the City’s website, etc.

All external consultation elements will require pre-approval by the City’s Project Manager and are subject to participation by the City. The consultation strategy proposed by the Project Team shall comply with *Municipal Freedom of Information and Protection of Privacy Act* requirements.

7.0 Meetings & Presentations

The following lists the type and minimum number of meetings that are to be included in the proponent’s proposal. The Project Schedule identified in Section 8.0, includes preliminary targets by phase for key meetings/presentations.

Meeting	Minimum Number
<p>Start-up Meeting</p> <ul style="list-style-type: none"> • One (1) Start-up Meeting with Consultant Team and City’s Project Manager 	<p>1</p>
<p>Steering Committee Meetings</p> <ul style="list-style-type: none"> • One (1) Kick-off Meeting • One (1) Terms of Reference Review Meeting • Two (2) Draft Background Studies, Preliminary Concept, Structure and Neighbourhood Plan Areas Review Meeting • Two (2) Draft Official Plan Amendment Review Meeting 	<p>6</p>

<p>Public Consultation Sessions</p> <ul style="list-style-type: none"> • One (1) Session on Visioning and Guiding Principles; • One (1) Session on Preliminary Concept, Structure and Neighbourhood Plan Areas • One (1) Recommended Structure and Neighbourhood Plan 	<p>3</p>
<p>Planning & Development Committee Meetings and/or Council Meetings</p> <p>These meetings include:</p> <ul style="list-style-type: none"> • One (1) Statutory Public Meeting • One (1) Information/Update Meeting • One (1) Meeting for Recommended By-law 	<p>3</p>
<p>TOTAL</p>	<p>13</p>

Additional Meetings may be required over the course of the Community Plan process. These meetings will be identified by the City’s Project Manager, in consultation with the Consulting Team Project Lead and Steering Committee, during the course of the Community Plan process.

8.0 Project Schedule

The Community Plan process is expected to take approximately twenty-four (24) months with an award and start-up meeting between the Consulting Team and City’s Project Manager prior to **[INSERT DATE]**. Proponents shall submit a work plan, in the form of a Gantt Chart (or other similar illustration), for all portions of the contract in accordance with the estimated timeline below. The work plan must contain detailed descriptions of all tasks to be performed, staff responsible for each task, key milestones and activities for completing the work. Proponents may propose alternative milestone events and/or dates, provided that the proposed overall duration does not exceed twenty-four (24) months.

	Expected Date
Award of Contract	TBD
<p>Phase 1 – Develop Work Plan and Confirmation of Vision and Principles 4 months (concurrent with Phase 2)</p>	
Start-up Meeting	TBD
Complete Stakeholder Engagement Strategy	TBD

Steering Committee Kick-off Meeting	TBD
Public Consultation Meeting #1	TBD
Phase 2 – Background Studies, Preliminary Community Structure Plan & Neighbourhood Plan Areas 12 months (concurrent with Phase 1)	
Complete Terms of Reference for Background Studies	TBD
Complete Draft Background Studies	TBD
Complete Preliminary Concept, Structure and Neighbourhood Plan Areas	TBD
Public Consultation Meeting #2	TBD
Phase 3 – Community Structure Plan & Neighbourhood Plan Areas Refinement & Draft Official Plan Amendment 6 months	
Complete Draft Official Plan Amendment	TBD
Phase 4 – Official Plan Amendment Adoption & Approval 6 months	
Statutory Public Meeting at Planning and Development Committee	TBD
Official Plan Amendment Adoption	TBD
Official Plan Amendment Approval	TBD

9.0 Considerations

9.1 AODA Compliance and City of Pickering Brand Guidelines

Studies, reports, plans and presentations that will be published on the City of Pickering website must be provided to the City in an accessible format compatible to Adobe Acrobat XI or higher.

Companies performing the work for the City must comply with the *Accessibility for Ontarians With Disabilities Act, 2005* (“AODA”), in particular the Integrated Accessibility Standards, O. Reg. 191/11.

Unless determined by the City to not be practicable, Companies shall ensure that any information, products, deliverables and/or communications (as defined in the Integrated Regulation) produced pursuant to a contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall

be provided in accessible Word, Excel, PowerPoint, PDF, etc. Visit Ontario.ca for rules on how to comply.

Materials produced must comply with the City's Creating Accessible Documents Procedure.

All documents and products produced by the Company that will be released to the public (electronic and hard copy) must also comply with the City's Brand Guidelines. This includes PowerPoint presentations, reports, newsletters, brochures and any other handout material.

9.2 Submission of Electronic Documents

All electronic documents produced by the Project Team during the course of the study and at the conclusion of it will be compatible with the City's Information Technology systems and software. At the conclusion of the Study, the Company will compile and submit to the City all electronic files corresponding, but not limited to, the following:

- letters and communications, memorandums, meeting minutes and agendas in Microsoft Word 2016
- background and technical documents in Microsoft Word or Excel, as applicable
- study report(s) and appendices, including draft By-laws in the following formats, as applicable:
 - Microsoft Word 2016
 - Adobe InDesign
 - PDF (compatible with Acrobat Pro Version 2019.010.20091)
- GIS and AutoCAD (Map 3D 2018) files in the following format:
 - GIS shapefile georeferenced to NAD_1983_UTM_Zone_17N
 - WKID: 26917 Authority: EPSG
- sketches, drawings, illustrations and graphics in the following, as applicable:
 - AutoCAD (map 3D 2018) georeferenced to NAD_1983_UTM_Zone_17N
 - Corel Draw (X8)
 - Adobe Illustrator

10.0 Resources

The City will, upon request, make a variety of documents and data available to the Project Team. In certain circumstances, the Project Team may need to enter into an agreement with the City or other public body to access or use certain data sets. The study resources include:

- Planning Act
- Provincial Policy Statement

- A Place to Grow: Growth Plan for the Greater Golden Horseshoe
- Greenbelt Plan
- Oak Ridges Moraine Conservation Plan
- TRCA Living City Policies
- Carruthers Creek Watershed Plan
- OMAFRA's Guidance Document for Agricultural Impact Assessments and Minimum Distance Separation Formulae

Region of Durham

- Durham Regional Official Plan
- Transportation Master Plan
- Water and Wastewater Master Plan Study Review (in progress)
- At Home in Durham (Housing Plan)
- Durham Region Agricultural Strategy

City of Pickering

- Pickering Official Plan
- Recreation & Parks Master Plan
- Integrated Transportation Master Plan (in progress)
- Cultural Strategic Plan
- Housing Strategy Study (in progress)
- City of Pickering Sustainable Guidelines
- Municipal Heritage Register

Landowner Group Documents

- Why Veraine? Settlement Boundary Expansion Rationale, prepared by Sorensen Gravely Lowes Planning Associates Inc., dated June 2020
- Veraine Master Plan Report, prepared by Sasaki, dated October 2019
- Veraine Environmental Conditions Report: Final Report, prepared by GeoProcess Research Associates, dated June 2020
- Veraine Hydrologic and Hydrogeologic Characterization Final Report, prepared by GeoProcess Research Associates, dated June 15, 2020
- Preliminary Transportation Study Veraine, Pickering: Final Report, prepared by IBI Group, dated October 2019
- Preliminary Master Servicing Report Veraine – North East Pickering, prepared by SCS Consulting Group Ltd., dated April 2020

- The Veraine Sustainability Report, prepared by Urban Equation, dated October 2019
- High Level Agricultural Assessment for Agricultural Capability, Livestock Operations and Identification of Agri-food Network Operators Durham Region, prepared by DBH Soil Services Inc., dated October 2019

DRAFT

B: MATERIAL DISCLOSURES

The material disclosures that apply to this Request for Proposals, if any, are set out below.

Not applicable for this Proposal.

The pre-conditions of award that apply to this Request for Proposals, if any, are set out below.

1. The Proponent agrees to provide to the City for review after closing:

- a) A copy of the City's Health & Safety form (currently dated and signed);
- b) A certificate of insurance completed by the Company's agent, broker or insurer (City form is attached); and
- c) Such further information as the City may require, as requested in writing.

Items (a) and (b) do not have to be submitted with the proposal. Documentation (a) and (b) shall be provided within **three (3) business days** of written request by the City.

The City's findings shall be used to serve the best interests of the Corporation of the City of Pickering.

2. Supplementary Documents:

Subsequent to the Request for Proposal opening and upon request, the following documentation may be requested by the City for approval at any time throughout the duration of the project:

- a) A completed Accessibility Regulations for Contracted Services from;
- b) A completed Sub-contractors List, listing all sub-contractors who may be carrying out any part of this Contract; and
- c) Such further information, as the City may request in writing.

Documentation shall be provided within **three (3) business days** of written request by the City.

The City's findings shall be used to serve the best interests of the Corporation of the City of Pickering.

C: MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this Request for Proposals, if any, are set out below.

Not applicable for this Proposal.

DRAFT

D: RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the Request for Proposals. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Threshold
Company's Experience and Qualifications	15	
Understanding of Project	15	
Work Plan and Deliverables	30	
Project Manager, Project Team and Resources	20	
Quality of References	5	
Total Rated Criteria Points	85	51
Pricing	15	
Total Points	100	
Interview (up to 3 Proponents, if required)	25	
Total Points (if interview required)	125	

Company's Experience and Qualifications = 15 Points

- a) Provide a Company profile and three (3) relevant examples of past projects within the last five (5) years that are comparable in scope. This should include a project synopsis that identifies the team members assembled who worked on the project, the current project status, budgeted costs versus actual costs, scheduling issues and resolutions, and design challenges or efficiencies. Provide client names, contacts and up-to-date contact phone numbers.
- b) A description demonstrating the Company's substantial resources and support services available.
- c) A description of the Company's proven methodology for communicating information to the applicable stakeholders.

Understanding of Project = 15 Points

The Proposal should include information that provides:

- a) Information that the Proponent understands the objectives and requirements of this project. Proponents must relate these objectives to past experience or expertise of the Proponent and/or their team; and

- b) A summary of the risks, problems or issues associated with the work and how they will be mitigated.

Work Plan and Deliverables = 30 Points

The Proponent is to provide a written response which clearly and concisely details the following:

1. An indication of when the Consultant can commence the work;
2. A detailed work plan for Phases 1 - 4 indicating and detailing the method, tasks and deliverables, including an outline of the methods to engage and communicate with the public;
3. A preliminary work schedule that identifies work phases (by Gantt Chart or other similar illustration) including key dates for major deliverables (concept, goals and objectives, development criteria, community workshops and focus groups, infrastructure and implementation) in the proposed detailed work plan;
4. Proposed staffing roles and the amount of time that they will be dedicated to this project;
5. State the assumptions regarding the roles and involvement of City staff;
6. Identification of “value-added” services brought by the Consultant’s team; and
7. A description of the quality control methods that will be employed throughout the work phases.

Project Manager, Project Team and Resources = 20 Points

It is important that the Work be provided by a staff team that can demonstrate knowledge of, and experience in providing similar services for projects of comparable nature, size and scope. In particular, the Proponent should provide an overview of the key personnel who would be primarily involved in the project and include the following:

- a) Identify the prime firm submitting the Proposal and the sub-consultant firms (if applicable) that will be assembled to undertake the work for each part of the deliverables.
- b) The name, title, mailing address, phone number and e-mail address of the Project Manager;
- c) Condensed resumes and professional credentials of each individual on the Project Team that highlights their education, training, and work history;
- d) The respective roles of the team members and their current office locations. Team members named in this RFP cannot be replaced without prior written approval from the City;

- e) Current and future project list that will be undertaken by members of the Proponent's team including their current workload (i.e., identify other competing priorities that are assigned to each member within this project timeline); and
- f) Organizational chart that clearly defines the chain of command for each individual with the team.

Quality of References = 5 Points

Relevance of projects similar in scope and value completed over the last five (5) years. Complete Appendix E – Reference Form (or supply on other paper stock) and submit with the proposal.

The City will contact the references provided as part of its evaluation process.

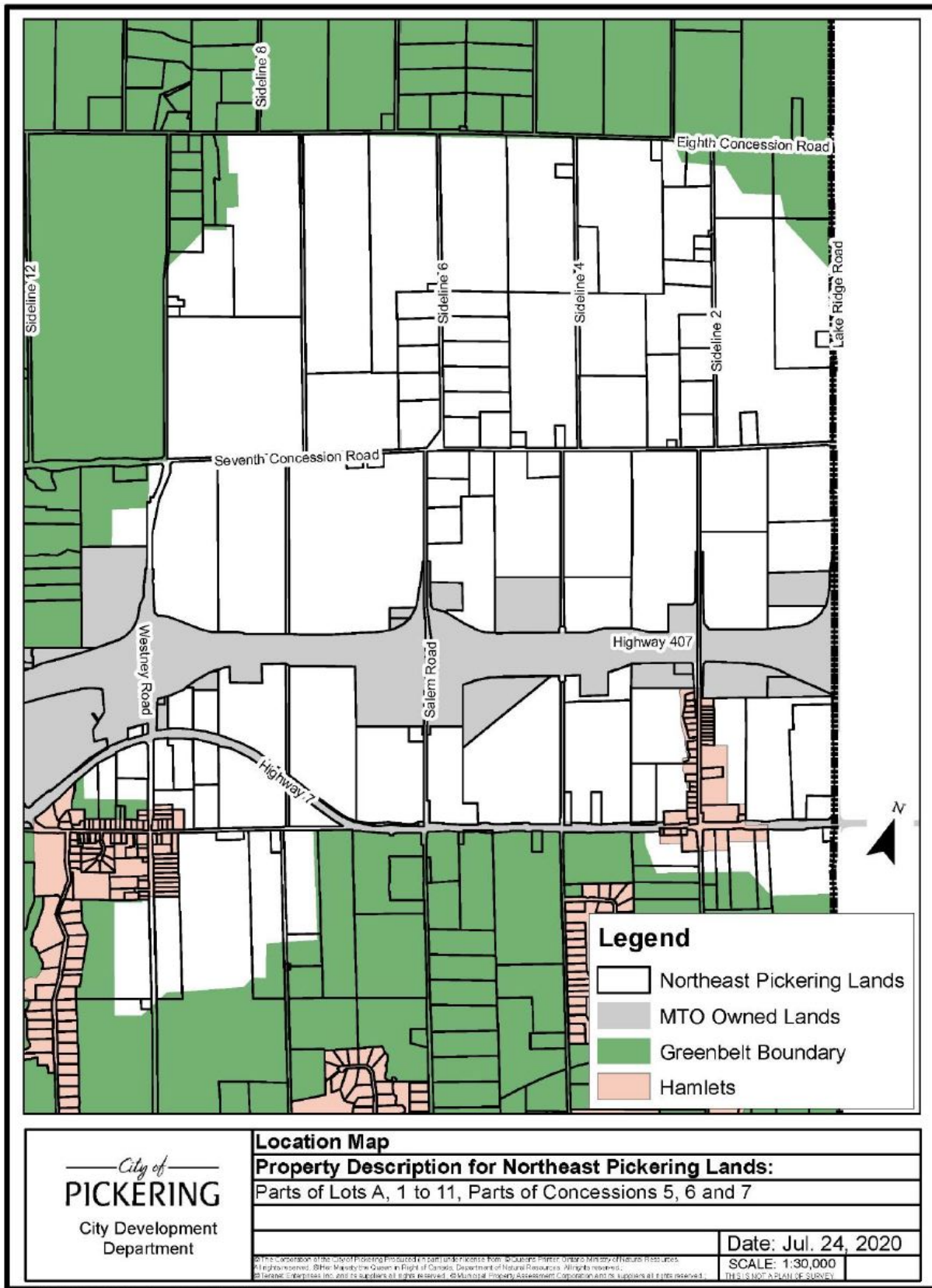
Pricing = 15 Points

Proponents should review, complete and submit Appendix C, Pricing Form.

Interview – 25 Points (if required)

Up to a maximum of three (3) of the top-ranked Proponents may be selected to attend an interview with key City staff at a mutually agreeable date/time at the City's specified location. Interview questions may be provided to those Proponents who have been chosen, prior to the interview.

Appendix A – Northeast Pickering Community Plan Study Area



L:\PLAN\2021-Mat\Files\08-02-City Development Planning Studies\01150-06_Vername\LocationMap - Northeast Pickering.mxd

Appendix B – Preliminary Vision and Community Design Principles

Vision for Northeast Pickering Community Plan

“To create a world-renowned community based on healthy, sustainable and thriving principles that will enable leading edge innovations in housing affordability, environmental stewardship and improved quality of life.”

Modified Community Design Principles from Resolution #173/19 (attached).

DRAFT

Community Planning Principles: Veraine

Veraine will be a prototypical community focused on the mental and physical well-being of its residents and the sustainability of its natural environment. This will be accomplished through ground-breaking approaches to environmental and social place-making, healthy living practices, and community resiliency. Veraine is conceptualized and realized through a holistically planned community that is **Complete, Thriving** (Sustainable) and **Connected** (Smart).

1. A Complete Community:

- a. Neighbourhoods that support a fully inclusive and **integrated** lifestyle where residents and visitors alike can live, learn, work and socialize; all within the bounds of their own community.
- b. A **multi-generational** community offering a wide variety of housing choice and **affordability**, that is designed for residents from all walks and stages of life—a community to age in place.
- c. A mixed-use town-centre acting as a central focal point for shopping, entertainment, high-rise living, and employment, in cohesion with neighbourhoods containing a mix of densities to generate demand for the local transit and active transit network.
- d. Integrates with the greater surrounding area and region by embracing its **authenticity**, as well as its **diversity** of people, places, and natural habitats.
- e. Walkable neighbourhoods linked by multi-modal connections and an intuitive grid network which offer seamless opportunities for **healthy living** and active and safe active transport along streets and intersections.

2. A Thriving (Sustainable) Community:

- a. Create a highly **resource efficient** community that deploys cost-effective, community scale solutions to achieve reduced greenhouse gas emissions, energy and water consumption, and waste generation.
- b. Celebrates and enhances the Region's ecological systems and resources for future generations through land stewardship and the preservation of natural heritage.
- c. **Resilient** to a changing climate and the varying characteristics of Canadian weather through infrastructure, building, home, and community design.
- d. Achieves **economic sustainability** through the inclusion of a strong employment node with a focus on health and wellness, higher education, and a wide variety of commercial and professional service industries to ensure a diverse range of employment options and opportunities.
- e. Strives for excellence in **environmental** and **social placemaking** through a myriad of initiatives including maintaining existing/historic hedgerows and concession roads for use as a natural trail system and managing

Community Planning Principles: Veraine

stormwater using sustainable design that strives to capture the greatest amount of rainwater that the natural system will allow.

3. A Connected (Smart) Community

- a. A **future-focused** community that is **adaptable** and **evolving**, supporting future opportunities for innovative forms of transportation through adaptable infrastructure.
- b. Provides and allows for the potential of various incoming **multi-modal** transportation opportunities that take advantage of smart technologies including Autonomous Vehicles (AV).
- c. **Integrated planning** approach to land use to maximize the potential for dual use functions such as resource efficient structure being integrated with **inclusive** neighbourhood spaces.
- d. Achieves a sustainable and healthful way of life through the deployment of low-carbon and smart systems and technologies at the district-scale and building-scale.
- e. Optimizes solar gain opportunities through a grid street network potentially aligned with True North where feasible.

**Funding Agreement for
Northeast Pickering Community Plan Consulting Assistance**

**NORTH EAST PICKERING
COMMUNITY PLAN FUNDING AGREEMENT**

THIS AGREEMENT is made this ♦ day of ♦, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF PICKERING
(hereinafter referred to as the “**City**”)

and

NORTH EAST PICKERING LANDOWNERS GROUP INC.
(hereinafter referred to as the “**Trustee**”)

RECITALS:

- A. The Trustee represents owners of land listed in Schedule “A” (the “**Owners**”).
- B. The Owners’ lands are located in the north east area of the City of Pickering identified and depicted on Schedule “B” within the thick red line (the “**North East Pickering Area**”).
- C. The Owners have agreed to initiate a process to pursue the development of the North East Pickering Area including, inter alia, the completion of a proposed community plan (“**Community Plan**”).
- D. The Owners have agreed to fund the full costs associated with the preparation of the Community Plan, subject to the terms of this Agreement.
- E. The Trustee has been appointed by the Owners to act on their behalf in order to implement the terms of this Agreement.
- F. The Trustee and the City have entered into this Agreement to confirm the manner in which the Owners, through the Trustee, will provide funding for the Community Plan, participate in the process of the Community Plan, and recover costs in the future.
- G. The City is authorized to execute this Agreement through the enactment of By-law ♦ by the City’s Council on ♦.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**ARTICLE 1
DEFINITIONS**

- 1.1 **Definitions** - In this Agreement, the following terms and expressions shall have the following meanings:
 - (a) “**Actual Costs**” means all actual costs incurred by the City, and any other costs agreed to by the City and the Trustee, to complete the Community Plan, and includes, but is not limited to, HST and project management or administrative costs of the City associated with the completion of any aspect of the preparation and approval of the Community Plan.
 - (b) “**Additional Costs**” means any amount of the Actual Costs (or any component thereof) that exceeds the Estimated Costs (or the

applicable component thereof) by more than the Contingency Allowance.

- (c) **“Agreement”** means this agreement and all Schedules attached hereto, as same may be amended from time to time.
- (d) **“Business Day”** means a day other than Saturday or Sunday or any day upon which the principal commercial banks in the geographic area of the City are not open for business during normal banking hours.
- (e) **“Community Plan”** has the meaning ascribed to it in Recital C.
- (f) **“Community Plan Area”** is the area depicted on a preliminary basis as the lands shown outlined in red on Schedule “B”, and subject to adjustment as determined by the Consultant and the City.
- (g) **“Consultant”** means the consulting firm retained by the City to complete the Community Plan.
- (h) **“Contingency Allowance”** means an allowance of ten percent (10 %) of the Consultants’ fees, which has been included in the calculation of the Estimated Costs by the City.
- (i) **“Development Charges”** means charges imposed pursuant to the Development Charges Act.
- (j) **“Development Charges Act”** means the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended, revised or consolidated from time to time and any successor legislation.
- (k) **“DC By-law”** means a by-law to impose Development Charges pursuant to Section 2(1) of the Development Charges Act.
- (l) **“Estimated Costs”** means the City’s estimate of the costs to complete the Community Plan to be incurred pursuant to this Agreement set out for reference in Schedule “D” prior to the confirmation of the Actual Costs.
- (m) **“Non-Participating Benefitting Owner”** means the owner of any land in the Community Plan Area who is not a “Owner”, as confirmed by the Trustee.
- (n) **“North East Pickering Area”** has the meaning ascribed to it in Recital B.
- (o) **“Owner”** means an owner of land in the North East Pickering Area currently listed in Schedule “A”, as well as any other owner of land in the North East Pickering Area who contributes its share of the Actual Costs, as confirmed by the Trustee.
- (p) **“Planning Act”** means the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, revised, or consolidated from time to time and any successor legislation.
- (q) **“Steering Committee”** is defined in Section 3.2.
- (r) **“Terms of Reference”** means the terms of reference to be adhered to by the Consultant to prepare the Community Plan dated ♦, a copy of which is attached hereto as Schedule “C”.

ARTICLE 2 PRINCIPLES

- 2.1 **Principles** – The parties agree that the following constitute the principles which govern the interpretation, application, and administration of this Agreement:

- (a) The City will retain the Consultant to complete the Community Plan in accordance with the Terms of Reference;
- (b) The Trustee and the Owners will provide input to the completion of the Community Plan as provided for in the Terms of Reference and this Agreement;
- (c) The Trustee, on behalf of the Owners, will administer payments to the City of the Actual Costs as set out in this Agreement;
- (d) The City will use best efforts to seek future contributions to the Costs from Non-Participating Benefitting Owners in accordance with the policies of the Official Plan of the City;
- (e) The Trustee, on behalf of the Owners, has entered into this Agreement on the basis of the understanding that the City will initiate and pursue the completion and final approval of the Community Plan; and
- (f) Any consent or approval required or permitted under this Agreement shall be sought and considered reasonably, in good faith and in a timely basis.

ARTICLE 3 COMMUNITY PLAN PROCESS

- 3.1 **Initiation of Community Plan** – The City will be the proponent of the Community Plan. The City covenants and agrees to retain the Consultant and all necessary sub-consultants and complete all necessary work related to the undertaking and completion of the Community Plan, in accordance with the Terms of Reference and the process set out in this Agreement.
- 3.2 **Steering Committee** – The parties acknowledge and agree that:
 - (a) The Community Plan will be undertaken in accordance with the process described in the Terms of Reference, which will include the creation of a “**Steering Committee**” comprising the following persons:
 - (i) The City’s Project Manager (Chair);
 - (ii) The Consulting Team Project Lead
 - (iii) Staff of the City;
 - (iv) Staff of the Region of Durham;
 - (v) Staff of the Conservation Authorities;
 - (vi) The Trustee; and
 - (vii) At least two (2) Owner representatives.
 - (b) The Steering Committee will provide direction related to the Community Plan, be a sounding board for ideas, provide key directions and input for criteria for evaluation of land use alternatives, review all technical input, and oversee the schedule of the project.
 - (c) Through ongoing meetings of the Steering Committee (which will be held regularly) the Trustee and its appointees will be given a meaningful opportunity to comment on the Community Plan process, including, without limitation, with respect to the review, negotiation and approval of any Additional Costs or contingencies. The authorization for the completion of these Additional Costs, either in whole or in part, will be evaluated on an ongoing basis through the Community Plan process, and approved by the Owners through discussion with the Steering

Committee to be undertaken at which time it is deemed to be necessary and appropriate.

- (d) The Consultant will provide leadership to the Steering Committee to ensure that the Community Plan process adheres to the applicable consultation and notification requirements to satisfy the requirements of the Community Plan. Each participant in the Steering Committee will be encouraged to provide the Consultant with any and all relevant background studies that may be in their possession, and will provide the Consultant with all relevant information requested by the Consultant in as timely a manner as is reasonably possible.

ARTICLE 4 ADMINISTRATION

- 4.1 **Payments of Costs** – The City will, on a phased basis as outlined in the terms of reference, invoice the Trustee in respect of the Estimated Costs (including Contingency Allowance) prior to commencing the next Phase of the Community Plan process. Provided that the City’s invoice is appropriate for the applicable Phase of the Community Plan in accordance with the approved budget of Estimated Costs set out in Schedule “D”, the Trustee will provide payment to the City in the amount set out in the invoice received from the City within fifteen (15) Business Days following receipt of such invoices.
- 4.2 **Cost oversight** – In the event that the Owners have an objection to any Additional Costs or if Additional Costs are projected to exceed the contingency amount set out in Schedule “D”, the Trustee, on behalf of the Owners, may request a meeting with the City for the purpose of resolving the issue. In the event that the Trustee delivers written notice of such an objection to the City, a meeting between the City, the Trustee and representatives of the Owners shall be held as soon as possible, and an automatic extension of at least five (5) Business Days following the date that such meeting is held shall apply with respect to the time period for the Trustee to remit any related payment to the City, if any.

ARTICLE 5 TRUSTEE

- 5.1 **Appointment** – The Trustee represents that it has been duly appointed by the Owners to act as Trustee for the Owners for the purposes of this Agreement.
- 5.2 **Functions of Trustee** – The Trustee shall perform the functions specified in this Agreement and functions ancillary thereto. The Trustee shall generally do all such things required to give effect to those provisions of this Agreement, in accordance with the intentions of the parties as expressed by the terms of this Agreement.
- 5.3 **Representative of Trustee** – For the purpose of any of the functions of Trustee that entail communications and/or interactions between the Trustee and the City pursuant to this Agreement, the affairs and functions of the Trustee shall be controlled, managed, and performed by lawyers at a law firm retained to act on behalf of the Trustee and the Owners for this purpose.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.1 **Trustee representations and warranties** – The Trustee represents and warrants that, as of the date of this Agreement:
 - (a) It is duly incorporated, organized, and subsisting under the laws of the Province of Ontario.
 - (b) It has all necessary capacity, power, and authority to enter into and to carry out the provisions of this Agreement.
 - (c) Neither the execution of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof:

- (i) Conflicts with or will conflict with or result in a breach of any of the terms, conditions, or provisions of or constitute a default under the constating documentation of the Trustee; and
 - (ii) Conflicts in a material respect with or will conflict in a material respect with or result in a material breach of any of the terms, conditions, or provisions of or constitute a material default under any agreement, licence, or other instrument to which the Trustee is a party or by which it is bound.
- (d) To its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the Trustee which could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement.
- 6.2 **City representations and warranties** – The City represents and warrants that, as of the date of this Agreement that:
- (a) It is a municipal corporation duly established and organized under the laws of the Province of Ontario.
 - (b) It has all necessary capacity, power, and authority to enter into this Agreement pursuant to Part II of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended and, subject only to the qualifications expressly provided in this Agreement, to carry out the provisions of this Agreement.
 - (c) To its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the City which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 7 TERM AND TERMINATION

- 7.1 **Effective date of this Agreement** – This Agreement shall be of no force and effect until executed by the City and the Trustee. Once so executed, the effective date of this Agreement shall be deemed conclusively to be the date shown on the first page of the Agreement.
- 7.2 **Termination** – This Agreement shall terminate upon such time as the Community Plan is complete, finally approved and in force, and the City confirms that the Actual Costs have been paid by the Trustee.

ARTICLE 8 OWNER RECOVERIES

- 8.1 **Development Charges** – The City acknowledges that policies in the City's Official Plan permit the Actual Costs to be included in an existing and/or future DC By-law for the City. The City will include the Actual Costs within a DC By-law for the City and will provide any available Development Charge credits to the Owners in relation to the Actual Costs.
- 8.2 **Recoveries from Non-Participating Benefitting Owners** – The City agrees to use its best efforts to recover the portions of the Actual Costs funded by the Owners through the Trustee pursuant to this Agreement for the benefit of Non-Participating Benefitting Owners, by requiring, as a condition of development, that appropriate cost sharing arrangements be entered into by Non-Participating Benefitting Owners. The City further agrees to support the inclusion of a specific policy in the Community Plan that requires that appropriate cost sharing arrangements be entered into by Non-Participating Benefitting Owners to reimburse the Owners for the Actual Costs as a condition of development approval.

ARTICLE 9 NOTICE

9.1 **Notice particulars** – Any notice, demand, acceptance, request, or other communication (“**Notice**”) required to be given hereunder shall be given in writing and shall be given by personal delivery or email and addressed to:

(a) The City as follows:

The Corporation of the City of Pickering
One The Esplanade
Pickering, ON L1V 6K7

Attention: Catherine Rose, Chief Planner
Email: crose@pickering.ca

(b) The Trustee as follows:

North East Pickering Landowners Group Inc.
c/o Davies Howe LLP
The Tenth Floor
425 Adelaide Street West
Toronto, ON M5V 3C1

Attention: Daniel Steinberg
Email: daniels@davieshowe.com

9.2 **Method of notice** – Any notice shall be conclusively deemed to have been given to and received by the party to which it is addressed (a) if personally delivered, on the date of delivery; or (b) if by email or facsimile, on the day transmission delivery is confirmed by the party delivering the notice, provided that if delivery occurs after 5:00 p.m., Eastern Standard time, on a Business Day or at any time which is not a Business Day, delivery shall be conclusively deemed to have been given on the next Business Day.

ARTICLE 10 GENERAL PROVISIONS

10.1 **Recitals** – The parties agree that the recitals herein are true and accurate and form part of this Agreement.

10.2 **Singular and plural** – Words importing the singular include the plural and vice versa.

10.3 **Gender** – Words importing gender include all genders.

10.4 **Captions and headings** – The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

10.5 **Covenants** – Each agreement and obligation of each party hereto in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.

10.6 **Applicable law** – This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

10.7 **Currency** – All references to currency in this Agreement shall be references to Canadian dollars.

10.8 **Entire agreement** – This Agreement, the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, reports, recommendations, statements, promises, information, arrangements, and understandings, whether oral or

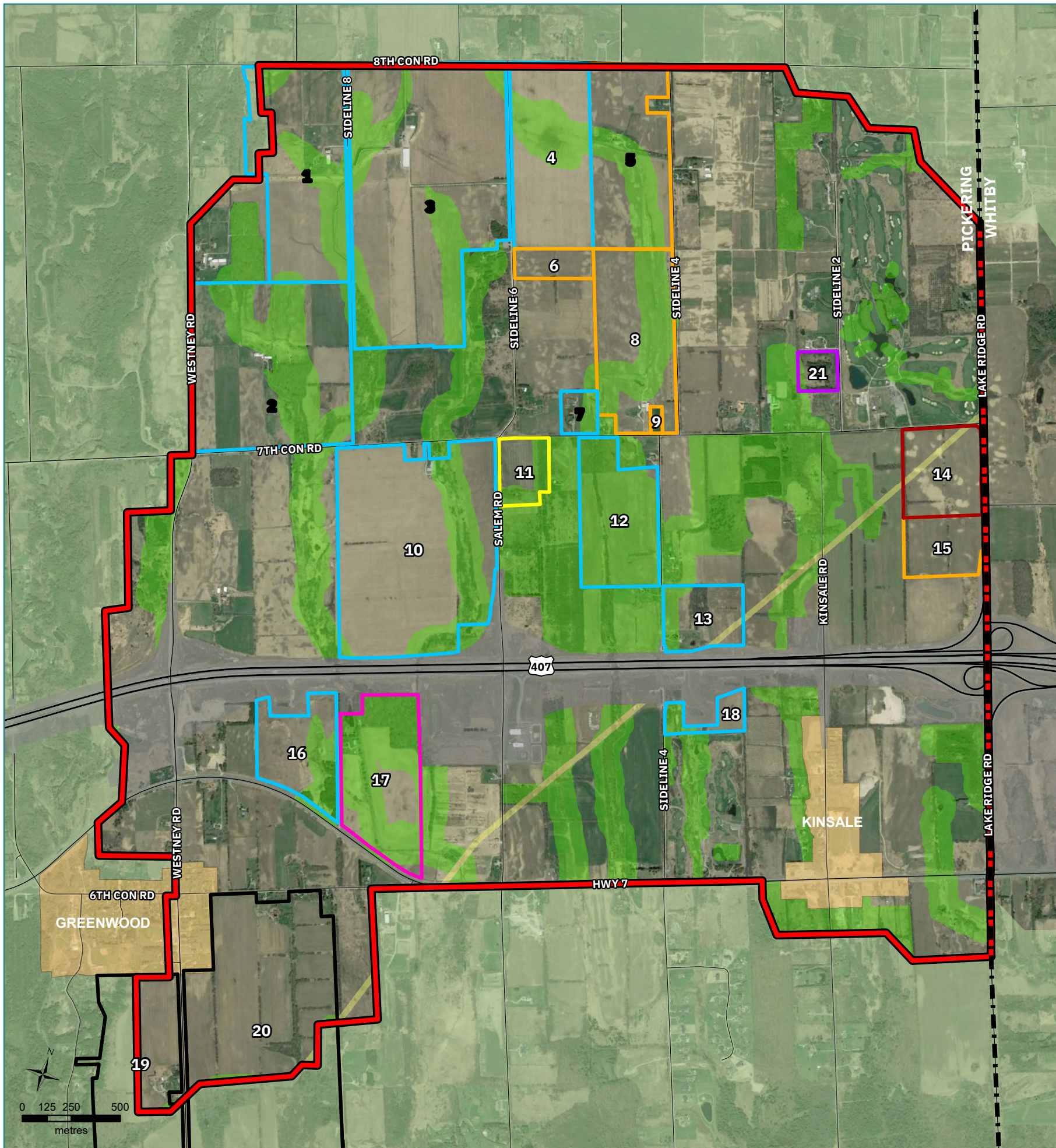
written, express or implied, with respect to the subject matter of this Agreement.

- 10.9 **Successors and assigns** - It is hereby agreed by the parties hereto that this Agreement shall be enforceable by and against the parties, their administrators, heirs (where applicable), successors and permitted assigns.
- 10.10 **Force majeure** – If the City is delayed or hindered in or prevented from the performance of any act required to be performed by the City under this Agreement by reason of acts of God, strikes, lockouts, unavailability of materials, curtailment of transportation facilities, failure of power, prohibitive governmental laws or regulations, riots, insurrections, war, terrorist activities, explosions, unavoidable casualty or the act or failure to act of any other party (except those for whom in law the City is responsible), adverse weather conditions preventing the performance of work, or other unspecified, unforeseen or uncontrollable events beyond the City's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay.
- 10.11 **Modifications and amendments** – No modifications or amendment to this Agreement may be made unless agreed to by the parties in writing.
- 10.12 **Further assurances** – At all times and from time to time hereafter upon every reasonable written request to do so, the Parties shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be reasonably required to implement and carry out, the true intent and meaning of this Agreement.
- 10.13 **Parties to act reasonably** – Notwithstanding anything else in this Agreement, wherever in this Agreement any decision, action, consent, approval, or fee is to be made, taken or charged by or on behalf of any party hereto, this Agreement requires that the parties and their respective agents, servants, consultants or contractors shall act reasonably, expeditiously, and in good faith in respect thereof.
- 10.14 **Time of the essence** – Time shall be of the essence of this Agreement.
- 10.15 **Counterpart execution** – This Agreement may be executed in counterparts (i.e. it shall not be necessary for all of the parties to have signed the same copy hereof) and may be executed and/or transmitted by facsimile or e-mail.
- 10.16 **No fettering** – Where any provision of this Agreement contemplates a future legislative or policy decision within the discretion of Council of the City, such decision shall remain within the sole and unfettered legislative or policy discretion of Council of the City.
- 10.17 **Schedules** – The following schedules are attached to and form an integral part of this Agreement:

Schedule "A"	List of Owners
Schedule "B"	Plan Depicting North East Pickering Area
Schedule "C"	Terms of Reference
Schedule "D"	Estimated Costs

The parties are signing this Agreement on the date above first written.

[SIGNATURE PAGES TO FOLLOW]



PARTICIPATING LANDOWNERS NORTH EAST PICKERING

PARTICIPATING LANDOWNERS DEVELOPABLE AREA

Map ID	Participating Landowner	Gross Area	Developable Area
21	Armland Group	4.0	3.5
11	Brown Group	8.4	4.3
17	Clark (Ravi)	31.8	6.1
14	Coughlan Homes	18.1	16.8
1	Dorsay	50.2	31.2
2		68.9	41.7
3		104.2	77.7
4		38.4	26.8
7	Dorsay	4.0	2.2
10		82.2	63.6
12		27.2	0.3
13		13.1	9.5
16		19.1	12.6
18		4.8	3.0
5	Trinison	37.2	25.5
6		6.2	6.2
8		36.3	19.4
9	Tribute	0.8	0.8
15		12.1	12.1
19		69.6	14.4
20	Tribute	118.7	61.5
Total Participating Landowners		755.5	439.2

Notes:

1. Areas measured in hectares.
2. Developable area excludes:
 - Greenbelt Plan (outside of Veraine Community)
 - Highway 407 Right-of-Way
 - 30m Hydro Corridor
 - Natural Area Designation from Schedule I: Land Use Structure, Pickering Official Plan, Edition 8, June 2018
 - Natural Heritage System Designation within Active Recreational Areas from Schedule III A: Resource Management - The Natural Heritage System, Pickering Official Plan, Edition 8, June 2018.

- North East Pickering
- Municipal Boundary
- Greenbelt Plan - Protected Country
- Hamlet
- Non-Developable Area**
- Hwy 407 Right-of-Way
- 30m Hydro Corridor
- Natural Area/Natural Heritage System
- Participating Landowners**
- Armland Group
- Brown Group
- Clark (Ravi)
- Coughlan Homes
- Dorsay
- Trinison
- Tribute

Sources: Google Earth Imagery, May 2018
Contains information licensed under the Open Government Licence – Ontario

MGP File: 20-2918
Date: May 17, 2021

**Funding Agreement for
Northeast Pickering Senior Project Manager Position**

**NORTH EAST PICKERING
SENIOR PROJECT MANAGER POSITION FUNDING AGREEMENT**

THIS AGREEMENT is made this ♦ day of ♦, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF PICKERING
(hereinafter referred to as the “**City**”)

and

NORTH EAST PICKERING LANDOWNERS GROUP INC.
(hereinafter referred to as the “**Trustee**”)

RECITALS:

- A. The Trustee represents owners of land listed in Schedule “A” (the “**Owners**”).
- B. The Owners’ lands are located in the north east area of the City of Pickering identified and depicted on Schedule “B” within the thick red line (the “**North East Pickering Area**”).
- C. The Owners have agreed to initiate a process to pursue the development of the North East Pickering Area including, inter alia, the completion of a proposed community plan (“**Community Plan**”).
- D. The Owners and the City have agreed that the Owners will front-fund the fees and expenses of a senior project manager to assist the City in the Community Plan formulation process (the “**City’s Project Manager**”), subject to the terms of this Agreement.
- E. The Trustee has been appointed by the Owners to act on their behalf in order to implement the terms of this Agreement.
- F. The Trustee and the City have entered into this Agreement to confirm the manner in which the Owners, through the Trustee, will provide funding for the City to pay City’s Project Manager and recover costs in the future.
- G. The City is authorized to execute this Agreement through the enactment of By-law ♦ by the City’s Council on ♦.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

- 1.1 **Definitions** - In this Agreement, the following terms and expressions shall have the following meanings:
- (a) “**Actual Costs**” means all actual fees and expenses (including HST) of the City’s Project Manager.
 - (b) “**Additional Costs**” means any amount of the Actual Costs that exceeds the Estimated Costs by more than the Contingency Allowance.
 - (c) “**Agreement**” means this agreement and all Schedules attached hereto, as same may be amended from time to time.
 - (d) “**Business Day**” means a day other than Saturday or Sunday or any day upon which the principal commercial banks in the geographic area of the City are not open for business during normal banking hours.
 - (e) “**City’s Project Manager**” has the meaning ascribed to it in Recital D.
 - (f) “**Community Plan**” has the meaning ascribed to it in Recital C.

- (g) **“Community Plan Area”** is the area depicted on a preliminary basis as the lands shown outlined in red on Schedule “B”, and subject to adjustment as determined by the City’s Project Manager and the City.
- (h) **“Development Charges”** means charges imposed pursuant to the Development Charges Act.
- (i) **“Development Charges Act”** means the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended, revised or consolidated from time to time and any successor legislation.
- (j) **“DC By-law”** means a by-law to impose Development Charges pursuant to Section 2(1) of the Development Charges Act.
- (k) **“Disbursement Allowance”** means an allowance of \$5,500 paid at the beginning of the first year and \$1,500 paid up front each year thereafter, which has been included in the calculation of the Estimated Costs by the City.
- (l) **“Estimated Costs”** means the City’s estimate of the fees and expenses of the City’s Project Manager set out for reference in Schedule “D”, prior to the confirmation of the Actual Costs.
- (m) **“Non-Participating Benefitting Owner”** means the owner of any land in the Community Plan Area who is not a “Owner”, as confirmed by the Trustee.
- (n) **“North East Pickering Area”** has the meaning ascribed to it in Recital B.
- (o) **“Owner”** means an owner of land in the North East Pickering Area currently listed in Schedule “A”, as well as any other owner of land in the North East Pickering Area who contributes its share of the Actual Costs, as confirmed by the Trustee.
- (p) **“Planning Act”** means the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, revised, or consolidated from time to time and any successor legislation.

**ARTICLE 2
PRINCIPLES AND GENERAL OBLIGATIONS**

- 2.1 **Principles** – The parties agree that the following constitute the principles which govern the interpretation, application and administration of this Agreement:
- (a) The City will retain the City’s Project Manager;
 - (b) The Trustee and the Owners will provide funding for and input into the selection of the City’s Project Manager, which is subject to this agreement and to the Community Plan process pursuant to a separate agreement to be entered into between the City and the Trustee;
 - (c) The anticipated term of employment of the City Project Manager is three (3) years, which is related to the duration of the Community Plan process;
 - (d) The term of employment may be extended in six (6) month increments if approved in writing by the City and the Trustee, to ensure completion of the Community Plan process;
 - (e) The Trustee, on behalf of the Owners, will administer payments to the City of the Actual Costs as set out in this Agreement;
 - (f) The City will use best efforts to seek future contributions to the Costs from Non-Participating Benefitting Owners in accordance with the policies of the Official Plan of the City;

- (g) The Trustee, on behalf of the Owners, has entered into this Agreement on the basis of the understanding that the City will initiate and pursue the completion and final approval of the Community Plan; and
 - (h) Any consent or approval required or permitted under this Agreement shall be sought and considered reasonably, in good faith and in a timely basis.
- 2.2 **Retainer of City's Project Manager** – The City will retain the City's Project Manager to assist the City with the project management and implementation of the Community Plan process.
- 2.3 **Payments of Costs** – The City will make written requests for funds from the Trustee on a semi-annual basis to fund the Estimated Costs (including the Disbursement Allowance). Provided that the City's request is appropriate for the Estimated Costs of the applicable semi-annual term in accordance with the approved budget set out in Schedule "C", the Trustee will provide payment to the City in the amount set out in the request received from the City within fifteen (15) Business Days following receipt of such request.
- 2.4 **Cost oversight** – In the event that the Owners have an objection to any Additional Costs or if Additional Costs are projected to exceed the estimated amount set out in Schedule "D", the Trustee, on behalf of the Owners, may request a meeting with the City for the purpose of resolving the issue. In the event that the Trustee delivers written notice of such an objection to the City, a meeting between the City, the Trustee and representatives of the Owners shall be held as soon as possible, and an automatic extension of at least five (5) Business Days following the date that such meeting is held shall apply with respect to the time period for the Trustee to remit any related payment to the City, if any.

ARTICLE 3 TRUSTEE

- 3.1 **Appointment** – The Trustee represents that it has been duly appointed by the Owners to act as Trustee for the Owners for the purposes of this Agreement.
- 3.2 **Functions of Trustee** – The Trustee shall perform the functions specified in this Agreement and functions ancillary thereto. The Trustee shall generally do all such things required to give effect to those provisions of this Agreement, in accordance with the intentions of the parties as expressed by the terms of this Agreement.
- 3.3 **Representative of Trustee** – For the purpose of any of the functions of Trustee that entail communications and/or interactions between the Trustee and the City pursuant to this Agreement, the affairs and functions of the Trustee shall be controlled, managed, and performed by lawyers at a law firm retained to act on behalf of the Trustee and the Owners for this purpose.
- 3.4 **Trustee representations and warranties** – The Trustee represents and warrants that, as of the date of this Agreement:
- (a) It is duly incorporated, organized, and subsisting under the laws of the Province of Ontario.
 - (b) It has all necessary capacity, power, and authority to enter into and to carry out the provisions of this Agreement.
 - (c) Neither the execution of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof:
 - (i) Conflicts with or will conflict with or result in a breach of any of the terms, conditions, or provisions of or constitute a default under the constating documentation of the Trustee; and
 - (ii) Conflicts in a material respect with or will conflict in a material respect with or result in a material breach of any of the terms,

conditions, or provisions of or constitute a material default under any agreement, licence, or other instrument to which the Trustee is a party or by which it is bound.

- (d) To its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the Trustee which could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement.

3.5 **City representations and warranties** – The City represents and warrants that, as of the date of this Agreement that:

- (a) It is a municipal corporation duly established and organized under the laws of the Province of Ontario.
- (b) It has all necessary capacity, power, and authority to enter into this Agreement pursuant to Part II of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended and, subject only to the qualifications expressly provided in this Agreement, to carry out the provisions of this Agreement.
- (c) To its knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened against the City which could reasonably be anticipated to materially adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 4 TERM AND TERMINATION

4.1 **Effective date of this Agreement** – This Agreement shall be of no force and effect until executed by the City and the Trustee. Once so executed, the effective date of this Agreement shall be deemed conclusively to be the date shown on the first page of the Agreement.

4.2 **Termination** – This Agreement shall terminate upon such time as all Actual Costs have been paid or mutually agreed by the City and the Trustee, provided that a minimum of 60 days notice is provided.

ARTICLE 5 OWNER RECOVERIES

5.1 **Development Charges** – The City acknowledges that policies in the City's Official Plan permit the Actual Costs to be included in an existing and/or future DC By-law for the City. The City will include the Actual Costs within a DC By-law for the City and will provide any available Development Charge credits to the Owners in relation to the Actual Costs.

5.2 **Recoveries from Non-Participating Benefitting Owners** – The City agrees to use its best efforts to recover the portions of the Actual Costs funded by the Owners through the Trustee pursuant to this Agreement for the benefit of Non-Participating Benefitting Owners, by requiring, as a condition of development, that appropriate cost sharing arrangements be entered into by Non-Participating Benefitting Owners. The City further agrees to support the inclusion of a specific policy in the Community Plan that requires that appropriate cost sharing arrangements be entered into by Non-Participating Benefitting Owners to reimburse the Owners for the Actual Costs as a condition of development approval.

ARTICLE 6 NOTICE

6.1 **Notice particulars** – Any notice, demand, acceptance, request, or other communication ("**Notice**") required to be given hereunder shall be given in writing and shall be given by personal delivery or email and addressed to:

The City as follows:

The Corporation of the City of Pickering
One The Esplanade
Pickering, ON L1V 6K7

Attention: Catherine Rose, Chief Planner
Email: crose@pickering.ca

The Trustee as follows:

North East Pickering Landowners Group Inc.
c/o Davies Howe LLP
The Tenth Floor
425 Adelaide Street West
Toronto, ON M5V 3C1

Attention: Daniel Steinberg
Email: daniels@davieshowe.com

- 6.2 **Method of notice** – Any notice shall be conclusively deemed to have been given to and received by the party to which it is addressed (a) if personally delivered, on the date of delivery; or (b) if by email or facsimile, on the day transmission delivery is confirmed by the party delivering the notice, provided that if delivery occurs after 5:00 p.m., Eastern Standard time, on a Business Day or at any time which is not a Business Day, delivery shall be conclusively deemed to have been given on the next Business Day.

ARTICLE 7 GENERAL PROVISIONS

- 7.1 **Recitals** – The parties agree that the recitals herein are true and accurate and form part of this Agreement.
- 7.2 **Singular and plural** – Words importing the singular include the plural and vice versa.
- 7.3 **Gender** – Words importing gender include all genders.
- 7.4 **Captions and headings** – The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.
- 7.5 **Covenants** – Each agreement and obligation of each party hereto in this Agreement, even though not expressed as a covenant, shall be considered for all purposes to be a covenant.
- 7.6 **Applicable law** – This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.
- 7.7 **Currency** – All references to currency in this Agreement shall be references to Canadian dollars.
- 7.8 **Entire agreement** – This Agreement, the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, reports, recommendations, statements, promises, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.
- 7.9 **Successors and assigns** - It is hereby agreed by the parties hereto that this Agreement shall be enforceable by and against the parties, their administrators, heirs (where applicable), successors and permitted assigns.
- 7.10 **Force majeure** – If the City is delayed or hindered in or prevented from the performance of any act required to be performed by the City under this Agreement by reason of acts of God, strikes, lockouts, unavailability of materials, curtailment of transportation facilities, failure of power, prohibitive

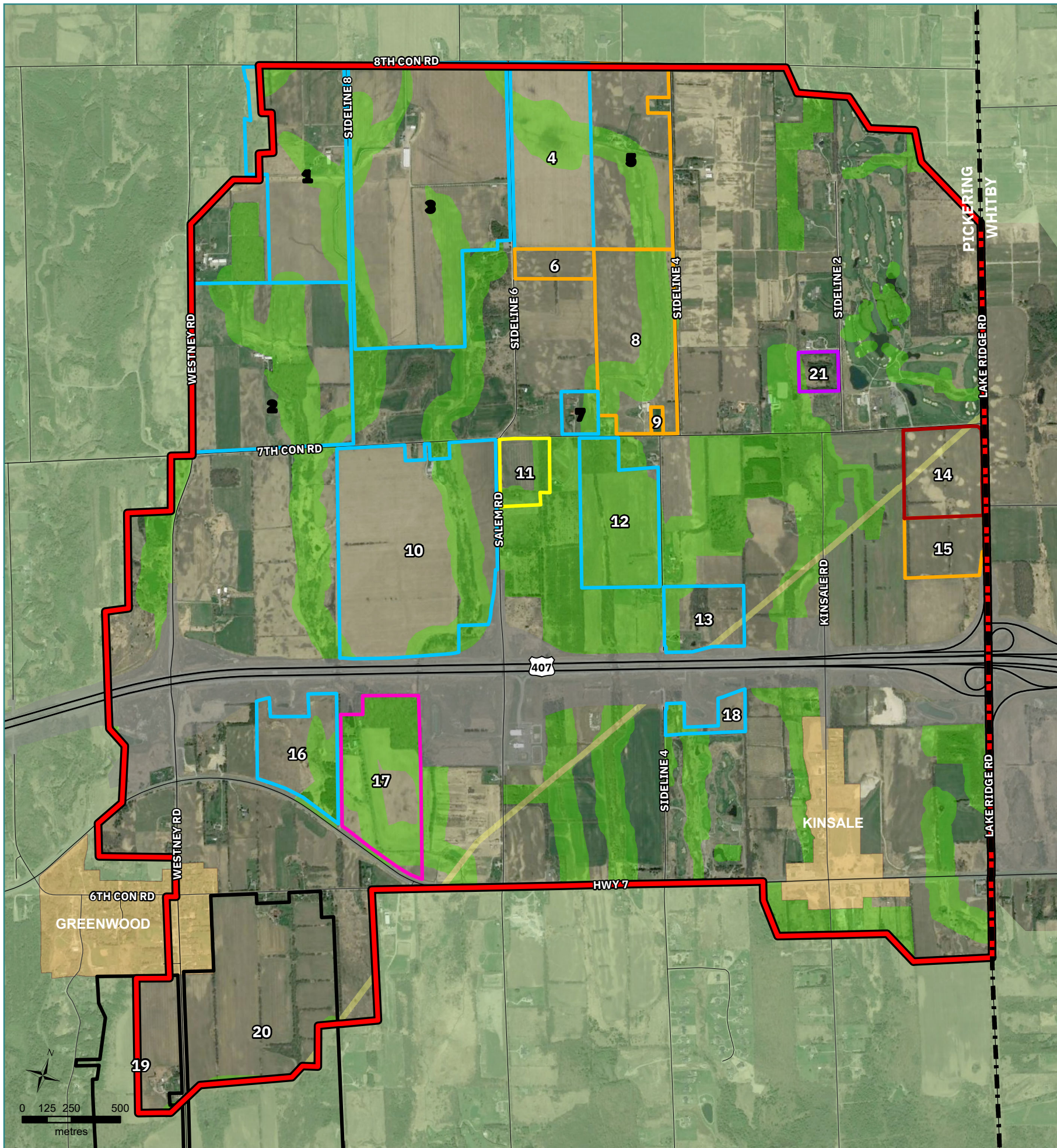
governmental laws or regulations, riots, insurrections, war, terrorist activities, explosions, unavoidable casualty or the act or failure to act of any other party (except those for whom in law the City is responsible), adverse weather conditions preventing the performance of work, or other unspecified, unforeseen or uncontrollable events beyond the City's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay.

- 7.11 **Modifications and amendments** – No modifications or amendment to this Agreement may be made unless agreed to by the parties in writing.
- 7.12 **Further assurances** – At all times and from time to time hereafter upon every reasonable written request to do so, the Parties shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be reasonably required to implement and carry out, the true intent and meaning of this Agreement.
- 7.13 **Parties to act reasonably** – Notwithstanding anything else in this Agreement, wherever in this Agreement any decision, action, consent, approval, or fee is to be made, taken or charged by or on behalf of any party hereto, this Agreement requires that the parties and their respective agents, servants, consultants or contractors shall act reasonably, expeditiously, and in good faith in respect thereof.
- 7.14 **Time of the essence** – Time shall be of the essence of this Agreement.
- 7.15 **Counterpart execution** – This Agreement may be executed in counterparts (i.e. it shall not be necessary for all of the parties to have signed the same copy hereof) and may be executed and/or transmitted by facsimile or e-mail.
- 7.16 **No fettering** – Where any provision of this Agreement contemplates a future legislative or policy decision within the discretion of Council of the City, such decision shall remain within the sole and unfettered legislative or policy discretion of Council of the City.
- 7.17 **Schedules** – The following schedules are attached to and form an integral part of this Agreement:

- Schedule "A" List of Owners
- Schedule "B" Plan Depicting North East Pickering Area
- Schedule "C" Approved Budget
- Schedule "D" Estimated Fees and Expenses

The parties are signing this Agreement on the date above first written.

[SIGNATURE PAGES TO FOLLOW]



PARTICIPATING LANDOWNERS NORTH EAST PICKERING

PARTICIPATING LANDOWNERS DEVELOPABLE AREA

Map ID	Participating Landowner	Gross Area	Developable Area
21	Armland Group	4.0	3.5
11	Brown Group	8.4	4.3
17	Clark (Ravi)	31.8	6.1
14	Coughlan Homes	18.1	16.8
1	Dorsay	50.2	31.2
2		68.9	41.7
3		104.2	77.7
4		38.4	26.8
7		4.0	2.2
10	Trinison	82.2	63.6
12		27.2	0.3
13		13.1	9.5
16		19.1	12.6
18		4.8	3.0
5		37.2	25.5
6	Tribute	6.2	6.2
8		36.3	19.4
9		0.8	0.8
15	Tribute	12.1	12.1
19		69.6	14.4
20		118.7	61.5
Total Participating Landowners		755.5	439.2

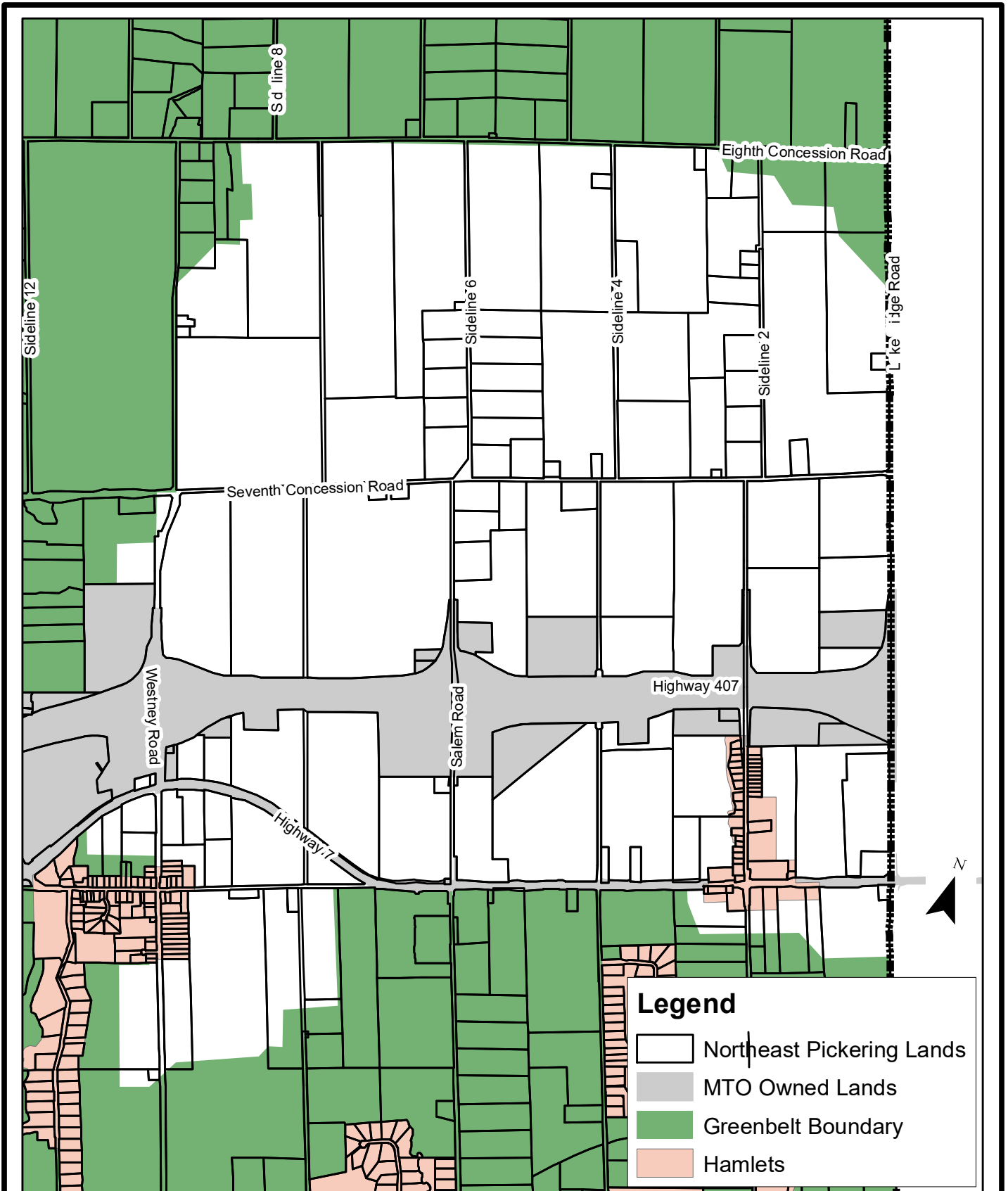
Notes:

1. Areas measured in hectares.
2. Developable area excludes:
 - Greenbelt Plan (outside of Veraine Community)
 - Highway 407 Right-of-Way
 - 30m Hydro Corridor
 - Natural Area Designation from Schedule I: Land Use Structure, Pickering Official Plan, Edition 8, June 2018
 - Natural Heritage System Designation within Active Recreational Areas from Schedule III A: Resource Management - The Natural Heritage System, Pickering Official Plan, Edition 8, June 2018.

- North East Pickering
- Municipal Boundary
- Greenbelt Plan - Protected Country
- Hamlet
- Non-Developable Area**
- Hwy 407 Right-of-Way
- 30m Hydro Corridor
- Natural Area/Natural Heritage System
- Participating Landowners**
- Armland Group
- Brown Group
- Clark (Ravi)
- Coughlan Homes
- Dorsay
- Trinison
- Tribute


Sources: Google Earth Imagery, May 2018
Contains information licensed under the Open Government Licence – Ontario

MGP File: 20-2918
Date: May 17, 2021



Legend

- Northeast Pickering Lands
- MTO Owned Lands
- Greenbelt Boundary
- Hamlets


PICKERING
 City Development
 Department

Location Map

Property Description for Northeast Pickering Lands:
 Parts of Lots A, 1 to 11, Parts of Concessions 5, 6 and 7

Date: Jul. 24, 2020

SCALE: 1:30,000
 THIS IS NOT A PLAN OF SURVEY.

© The Corporation of the City of Pickering Produced (in part) under license from: © Queens Printer, Ontario Ministry of Natural Resources. All rights reserved. © Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved. © Teranet Enterprises Inc. and its suppliers all rights reserved. © Municipal Property Assessment Corporation and its suppliers all rights reserved.

Council Decision

Resolution #173/19

WHEREAS, at the September 23, 2019 Council meeting, the City of Pickering adopted Resolution #140/19 “An Age Friendly Affordable Housing Strategy”;

And Whereas, included in this Resolution was a request for Durham Region to include in their Municipal Comprehensive Review all lands within the City of Pickering that meet the following criteria:

- lands not restricted by availability of servicing
- lands that do not compromise a specialty crop area
- lands that are not within a natural heritage system
- lands not located in the moraine natural core and linkage areas
- lands experiencing growth pressures and/or with locations in the white belt that are appropriate for growth and can achieve a healthy, connected, thriving and complete community
- lands that have existing or planned infrastructure to support and accommodate growth;

And Whereas, at the Planning and Development Committee meeting of November 4, 2019, the Community of Veraine presentation was made to the City of Pickering, being a new community proposed for northeast Pickering based on thriving, connected and complete community principles that comprise inclusivity and affordability;

And Whereas, among other things Veraine provides an opportunity that can address the need for age friendly, affordable housing options for future generations for decades to come;

Now therefore be it resolved that the Council of The Corporation of the City of Pickering:

1. Supports the Vision and Community Planning Principles for the lands in northeast Pickering known as Veraine, and reaffirms its request that the Region of Durham include these lands in the settlement area boundary during its current Municipal Comprehensive Review;
2. That City Staff be directed to report back to Committee in Q1 2020 outlining a process to initiate a secondary plan for the new community of Veraine based on the Community Planning Principles in Appendix 1 attached to this Motion;
3. That City Staff be directed through the CAO’s Office to discuss with the landowners an arrangement for a dedicated team that will work on the Veraine file, without impacting other priorities of the City of Pickering; and,
4. That a copy of this resolution be forwarded to the Region of Durham.

Council Decision

Resolution #347/20 & #348/20

1. That Corr. 29-20, dated June 17, 2020, from Geoffrey Grayhurst, President and CEO, Dorsay (Pickering) Limited, regarding a Request to Initiate a Ministerial Zoning Order for Lands in Northeast Pickering – the Community of Veraine, be received;
- 2.a) That the Deputy Mayor, on behalf of Council, be directed to make a request to Minister Steve Clark, Minister of Municipal Affairs and Housing, for a Minister's Zoning Order for the Community of Veraine;
- b) That Staff be directed to include in the August Secondary Plan Strategy, the ability to implement an interim control by-law, prior to any approvals, to ensure that the Town of Ajax is satisfied with any matters pertaining to the watershed on Carruthers Creek; and,
3. That the request and this resolution be copied to the Premier of Ontario, the Honourable Doug Ford and Pickering-Uxbridge MPP, the Honourable Peter Bethlenfalvy.

Council Decision

Resolution #140/19

WHEREAS, the City of Pickering is projected to be a driving force for residential and economic growth in Durham Region and the GTA over the next 2 decades;

And Whereas, by the year 2031 the estimated population of Pickering will grow to 190,000;

And Whereas, the lack of affordable and sustainable housing options have reached a crisis in parts of Canada, and in particular the Greater Toronto area;

And Whereas, the City of Pickering recognizes that there is an urgent need to create an age friendly housing strategy that includes reviewing and redefining its urban/living boundaries consistent with current and future growth within the GTA, Durham, and City of Pickering beyond 2031;

And Whereas, the City of Pickering considers all serviceable lands with access to water and sewer within its current and potential urban/living boundaries be considered as a living area;

And Whereas, the Province of Ontario has recognized the need for more housing choices and more affordability;

And Whereas, the Ministry of Municipal Affairs and Housing has produced its “More Homes, More Choice: Ontario’s Housing Supply Action Plan”, and has given royal assent to Bill 108 (*More Homes, More Choice Act, 2019*) to address housing supply, housing variety and affordability;

And Whereas, the City of Pickering has commenced a Strategic Plan Review that includes redefining its urban/living boundaries;

And Whereas, the Provincial Government amended the Growth Plan to permit some additional options for urban area boundary expansions, and to allow upper and single-tier municipalities to request alternative intensification targets to address, among other matters, greater housing supply, and affordability;

And Whereas, proposed amendments to the Provincial Policy Statement will allow consideration of market demands and needs in determining housing options, as a strategy to provide a more diverse range of grade related homes;

And Whereas, the Region of Durham is currently undertaking a municipal comprehensive review of its settlement areas, including a land needs assessment as required by the Growth Plan for the Greater Golden Horseshoe;

And Whereas, on February 27, 2019, Durham Regional Council commented on Amendment 1 to the Growth Plan for the Greater Golden Horseshoe 2017 in support of a minimum density of 50 persons and jobs per gross hectare for new greenfield developments, and a region-wide intensification target of a minimum 45% within the existing built boundary;

And Whereas, the City of Pickering supports the Region's comments on Amendment 1 to the Growth Plan;

Now therefore be it resolved that the Council of the Corporation for the City of Pickering request that the Region of Durham in their review include:

1. All lands within the City of Pickering meet the following criteria:
 - Lands not restricted by availability of servicing
 - Lands that do not comprise a Specialty Crop Area
 - Lands that are not within a Natural Heritage System
 - Lands not located in the Moraine Natural Core and Linkage Areas
 - Lands experiencing growth pressures and or with locations in the white belt that are appropriate for growth and can achieve a healthy, connected, thriving and complete community
 - Lands that have existing or planned infrastructure to support and accommodate growth
2. That the Region of Durham be requested to seek approval of the Minister of Municipal Affairs and Housing to an alternate intensification rate of 45% for Durham Region that will enable greater flexibility to provide a more diverse range of grade related housing mix;
3. That City staff be directed to report back to Planning & Development Committee in the first quarter of 2020 outlining a process to develop an age friendly housing strategy, including changes to Pickering's Official Plan and any required secondary plan reviews of those lands in Pickering that meet the stated criteria of recommendation #1; and,
4. That a copy of this resolution be forwarded to the Premier of Ontario, Durham Region MPPs, all Durham Regional Municipalities, and the Region of Durham.

Legislative Services Division
Clerk's Office
Directive Memorandum

July 2, 2021

To: Kyle Bentley
Director, City Development & CBO

From: Susan Cassel
City Clerk

Subject: Direction as per Minutes of the Meeting of City Council held on
June 28, 2021

Director, City Development & CBO, Report PLN 31-21
Northeast Pickering Area
Request for Proposals Particulars for Preparation of a Community Plan for
Northeast Pickering
Funding Agreement for Consulting Assistance
Funding Agreement for a Senior Project Manager

Council Decision

Resolution #625/21

1. That Council approve the draft "Appendix D – Request for Proposals Particulars Northeast Pickering Community Plan", which identifies the deliverables, including scope of work, project management, consultation and engagement, and timetable, for the consulting assignment for the preparation of an overall community plan for the Northeast Pickering Area for the consideration of Council, generally as set out in Appendix I to Report PLN 31-21;
2. That Council approve the funding agreement between the North East Pickering Landowners Group Inc. and the City of Pickering, for the hiring of a planning consulting team to prepare a Community Plan for the Northeast Pickering Area, generally as set out in Appendix II to Report PLN 31-21;
3. That Council approve the funding agreement between the North East Pickering Landowners Group Inc. and the City of Pickering, for the hiring of a Senior Project Manager (contract) dedicated to managing the preparation of the overall community plan for the Northeast Pickering Area, generally as set out in Appendix III to Report PLN 31-21;
4. That the Mayor and City Clerk be authorized to execute the funding agreements subject to any minor refinements acceptable to the Chief Administrative Officer, the Director, Corporate Services & City Solicitor and the Director, Finance & Treasurer;
5. That staff be authorized to issue Request for Proposals for the overall Northeast Pickering Community Plan, subject to any minor refinements to the project particulars acceptable to the Director, City Development & CBO and the Director, Economic Development & Strategic Projects, following the execution

of the funding agreements and the hiring of the contract Senior Project Manager;

6. That staff report back to Council on the recommended planning consulting team; and,
7. That Council authorize the appropriate City officials to undertake the necessary actions required to implement the above recommendations.

Please take any action deemed necessary.

Susan Cassel

Copy: Chief Administrative Officer
Director, Corporate Services & City Solicitor
Director, Finance & Treasurer
Director, Economic Development & Strategic Projects

Council Decision

Resolution #173/19

WHEREAS, at the September 23, 2019 Council meeting, the City of Pickering adopted Resolution #140/19 “An Age Friendly Affordable Housing Strategy”;

And Whereas, included in this Resolution was a request for Durham Region to include in their Municipal Comprehensive Review all lands within the City of Pickering that meet the following criteria:

- lands not restricted by availability of servicing
- lands that do not compromise a specialty crop area
- lands that are not within a natural heritage system
- lands not located in the moraine natural core and linkage areas
- lands experiencing growth pressures and/or with locations in the white belt that are appropriate for growth and can achieve a healthy, connected, thriving and complete community
- lands that have existing or planned infrastructure to support and accommodate growth;

And Whereas, at the Planning and Development Committee meeting of November 4, 2019, the Community of Veraine presentation was made to the City of Pickering, being a new community proposed for northeast Pickering based on thriving, connected and complete community principles that comprise inclusivity and affordability;

And Whereas, among other things Veraine provides an opportunity that can address the need for age friendly, affordable housing options for future generations for decades to come;

Now therefore be it resolved that the Council of The Corporation of the City of Pickering:

1. Supports the Vision and Community Planning Principles for the lands in northeast Pickering known as Veraine, and reaffirms its request that the Region of Durham include these lands in the settlement area boundary during its current Municipal Comprehensive Review;
2. That City Staff be directed to report back to Committee in Q1 2020 outlining a process to initiate a secondary plan for the new community of Veraine based on the Community Planning Principles in Appendix 1 attached to this Motion;
3. That City Staff be directed through the CAO’s Office to discuss with the landowners an arrangement for a dedicated team that will work on the Veraine file, without impacting other priorities of the City of Pickering; and,
4. That a copy of this resolution be forwarded to the Region of Durham.



Memo

To: Kyle Bentley
Director, City Development
Fiaz Jadoon, Director Economic Development &
Strategic Projects

From: Kayla Horne
Buyer, Supply & Services

Copy: Manager, Supply & Services
Administrative Assistant, City Development

Subject: Proposal No. RFP2021-9
Northeast Pickering Community Plan
Closing Date: Wednesday, February 16, 2022
- File: F-5300-001

April 13, 2022

Further to memo dated February 23, 2022, two (2) proposals proceeded to Stage II evaluation.

The Evaluation Committee, consisting of City Staff from City Development and Economic Development & Strategic Projects, conducted independent evaluations of the proposals. A summary of average scores is completed and a copy is attached.

In accordance with Item 2.6 Stage V – Ranking and Contract Negotiations, all scores from Stage II and Stage III have been added together, the proponents have been ranked based on their total scores, and may be selected to enter into contract negotiations. The Evaluation Committee has confirmed that contract negotiations will not be required.

SGL Planning & Design Inc. is the highest ranking proponent in the amount of 556,263.00 plus HST.

A budget of 1,000,000.00 was provided to Supply & Services for this procurement.

In accordance with Part B. Material Disclosures, Item 1, as a pre-condition of award, the selected proponent, **SGL Planning & Design Inc.** will be required to provide the following documents for review:

- (a) A copy of the City's Health and Safety Policy form currently dated and signed;
- (b) The City's certificate of insurance or approved alternative form shall be completed by the Proponent's agent, broker or insurer.

Please advise if we are to proceed with this task.

In accordance with Purchasing Policy Item 10.04, where written proposals are obtained by the Manager in accordance with procedures set out in Section 06 and funds are available in the approved budget:

(c) An award over \$50,000 is subject to the additional approval of Council.

Please include the following items in your Memo/Report to Council:

1. if Items (a) and (b) noted above are acceptable to the Co-ordinator, Health & Safety or designate, if required;
2. if Item (c) is acceptable to the Manager, Budgets & Internal Audit;
3. any past work experience with the highest ranking proponent **SGL Planning & Design Inc.** including work location;
4. the appropriate account number(s) to which this work is to be charged;
5. the budget amount(s) assigned thereto;
6. Treasurer's confirmation of funding;
7. related departmental approvals; and
8. related comments specific to the project.

Upon receiving Council's approval, an approved requisition will be required to proceed.

Do not disclose any information to enquiries during this time. The Proponents will be advised of the outcome in due course.

If you require further information, please feel free to contact me or a member of Supply & Services.

KH
Attachments (1)