



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 661-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
WAVERLEY WEST "B" NEIGHBOURHOOD AREA STRUCTURE PLAN**

Proposals shall be submitted to:

**The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR WAVERLEY WEST "B" NEIGHBOURHOOD AREA STRUCTURE PLAN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 20, 2016.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.1(a), all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.1(a).
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services. The combined Fee for Service for all phases and disbursements should not exceed \$200,000.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services in up to three projects of similar complexity, scope, and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) online links or hardcopies of the final products;
 - (f) project owner;
 - (g) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- (a) Proposals shall specify:

- (i) Confirmation of certified professional planners on the proposed project team with knowledge of land use planning, planning policy, development of secondary plans, and stakeholder engagement.
- (ii) Confirmation as a practicing entity with a Certificate of Authorization in good standing with the Association of Professional Engineers and Geoscientists of the Province of Manitoba.

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the planning context;
- (c) the team's initial plan for stakeholder engagement;
- (d) the proposed Project budget;
- (e) the City's Project methodology with respect to the information provided within this RFP; and
- (f) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during all phases of the Project. Reasonable times should be allowed for completion of these processes.

B12.3 The Proponent's schedule shall indicate completion of the work within approximately 12 months from Date of Award. Completion of the work shall be defined as the completion of a final draft of a Neighbourhood Area Structure Plan ready for submission into the City of Winnipeg decision-making process.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) Braid Solutions Inc., Ian Shaw, President
19 Whitehaven Rd
Winnipeg, MB R3T 3W8

B13.3 Additional Material:

- (a) South Winnipeg Recreation Initiative: Stakeholder Consultation & Recommendations, Final Report. October 31, 2014
- (b) South Winnipeg Recreation Campus Planning and Feasibility Project, DRAFT Project Charter, June 15, 2015

B14. QUALIFICATION

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming of planning and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.4.1 Further to B20.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as show in B8.1.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

James Platt, Planner, Planning, Property, and Development Department, City of Winnipeg
Telephone No. 204 986-6918

Email Address: jplatt@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

D3. BACKGROUND

D3.1 Council direction

(a) On February 3, 2015, the Standing Policy Committee on Property and Development directed the Winnipeg Public Service to:

1. *Add a neighbourhood area structure plan for Waverley West Area "B" project within the current Local Planning Initiatives for 2014-15.*
2. *Provide the Committee with a verbal update in 60 days, followed by a formal written report in 180 days, with respect to the process for undertaking a regional community recreation campus feasibility study, in the context of the 2013 YMCA-YWCA budget approval, and business plan including, without limitation:*
 - A. *Human resources required.*
 - B. *Financial resources required.*
 - C. *Land consolidation/in-kind contributions required, and*
 - D. *Partnership opportunities.*
3. *The Proper Offices of the City do all things necessary to implement the intent of the foregoing.*

(b) On November 25, 2015, Council adopted the following:

1. *That the South Winnipeg Recreation Initiative, Final Report by Braid Solutions Inc. be received as information.*
2. *That the Chief Administrative Officer be requested to coordinate participation of all relevant City of Winnipeg departments involved in the South Winnipeg Recreation Initiative with community stakeholders, to confirm community recreation needs and community engagement strategies, and explore governance model options including fee-for-service delivery models and private fundraising opportunities.*

3. *That the Public Service be directed to investigate potential partnerships and stakeholder collaboration required for the implementation of a recreation campus in Waverley West Area B and report back to Council with the results of such discussions.*
4. *That \$350,000 from the 2014 “Recreation Facility Replacement – New Infrastructure” capital program budget be allocated for:*
 - A. *Conceptual site planning to be jointly initiated by the Planning, Property, and Development and Community Services Departments.*
 - B. *A Secondary Planning process to be initiated by Planning, Property, and Development.*
 - C. *Consultant support to coordinate key stakeholders collaborating in the development of a conceptual site plan and partnership agreement.*
5. *That funding required to enable the acquisition of land for the proposed recreation campus be referred to the 2016 Capital Budget and 2017 to 2021 Five-Year Forecast process.*
6. *That subject to approval of a funding source pursuant to Recommendation 4 hereof, the Director of Planning, Property, and Development be authorized to negotiate the acquisition of land required for the Waverley West Recreation Campus, as described as Parcels A and B in Appendix C of this report.*
7. *That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.*

D3.2 South Winnipeg Recreation Initiative

- (a) In 2014, Braid Solutions Inc. produced a report summarizing the results of a stakeholder consultation focused on the realization of a regional recreation centre in south Winnipeg. The objectives of this study were as follows:
 - Capture the opportunities and issues associated with the development of a regional recreation initiative in south Winnipeg.
 - Gauge the perspective of the various stakeholder groups on the demand for specific recreational uses and infrastructure within this type of project.
 - Develop a range of possible options for proceeding forward with the initiative by delineating the types of recreation facilities, services, programming, and governance necessary to bring them to life.
 - Assess the interest and capacity to support the realization of this initiative by the various key stakeholder groups, and
 - Define requirements of a process for taking the next steps in the planning for its realization.

D3.3 Waverley West Area Structure Plan

- (a) The development of the Waverley West area is guided by the “Waverley West Area Structure Plan” (By-law No. 10/2006), a secondary plan adopted by Council in July, 2006. This plan is intended to identify and address key land use, transportation, recreation, and servicing components that require coordination and detailed planning and to establish a process to ensure the logical growth and sequencing of development within the plan area through plans for individual neighbourhood planning areas.
- (b) City policies prescribe a two-tiered planning approach – the Waverley West Area Structure Plan addresses broad, high-level community wide issues, while plans for smaller, individual neighbourhood planning areas speak to more local issues. The former prescribes high-level policies for different land uses, community services, the regional transportation

network, transit service, a community greenway system, servicing, outdoor recreation and environmental considerations, and phasing policies. The Waverley West Area Structure Plan identifies seven neighbourhood planning areas.

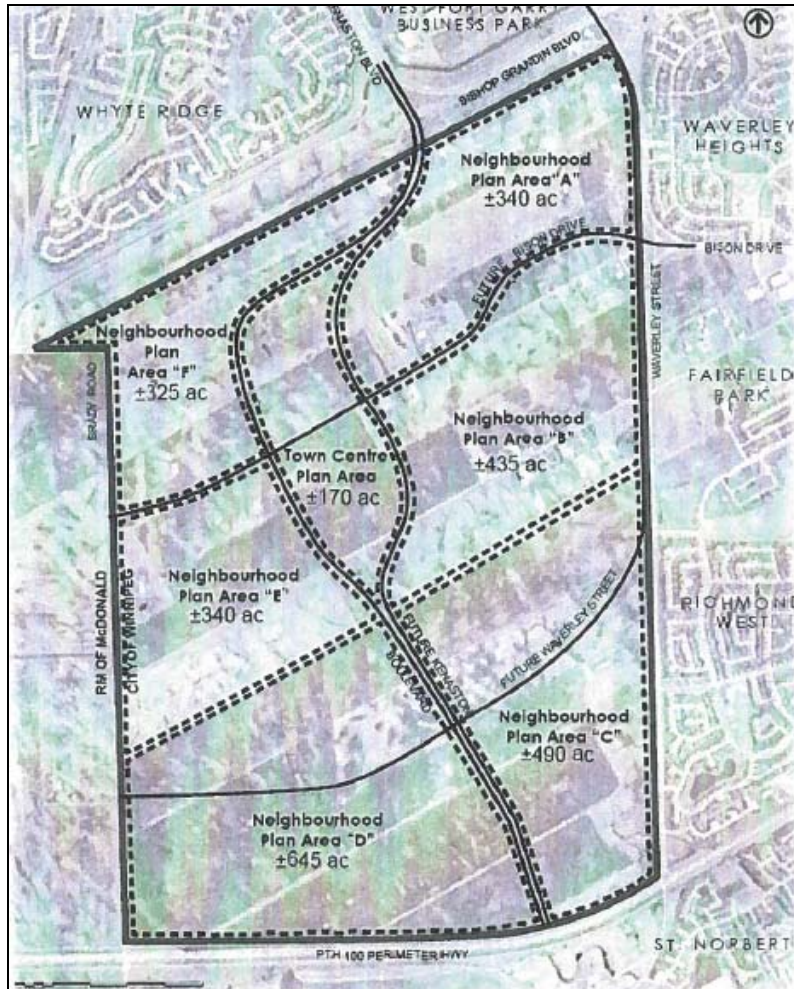


Figure 1: Waverley West Area Structure Plan planning area

- (c) Neighbourhood Area Structure Plans have been approved for all neighbourhoods other than Neighbourhood Plan Area "B". Any development application in a neighbourhood planning area prior to the adoption of a Neighbourhood Area Structure Plan shall be considered premature and will not be accepted, with the exception of low-intense or temporary uses that will not compromise future urban development.
- (d) Section 13 of the Area Structure Plan prescribes requirements for individual Neighbourhood Area Structure Plans. Section 13.2.2 specifically notes that a Neighbourhood Area Structure Plan for Area "B" should provide for and must include the following components:
- A description, vision, and statement of planning principles that outline the expected character of the neighbourhood.
 - Residential use policies that reflect and accommodate the predominantly residential nature of Waverley West, with the exception of the Town Centre, and any other primary commercial areas.
 - Recreational, commercial, office, and institutional use policies that fulfill the requirements of the Area Structure Plan for Waverley West.
 - The identification and planning for environmental assets where feasible.

- The identification of municipal infrastructure through consultation with the City of Winnipeg.
 - The identification of a conceptual phasing schedule.
 - The establishment of a cost-sharing model for developer related infrastructure requirements that benefit the catchment area (as further detailed in Section 14.3 of the plan).
- (e) Section 13.2.4 requires that the process for preparing Neighbourhood Area Structure Plans shall include ongoing consultation and discussions with relevant City of Winnipeg departments as well as a public consultation process to gain feedback on draft plans from local residents and businesses, including specific discussions with local stakeholder groups.
- (f) Other notable policies with particular relevance to Area “B” and the Neighbourhood Area Structure planning process include, but are not limited to:
- Section 5.1.1 (Residential Uses). With the possible exception of the Town Centre and other commercial areas, residential use shall be the predominant use of land within the Plan Area.
 - Section 5.1.3 (Residential Uses). Higher density, multiple-family housing should be encouraged to locate along collector or higher roadways and community or neighbourhood focal points, to be defined through the NASP process.
 - Section 5.1.5 (Residential Uses). The density of residential development shall be addressed through the NASP process in a manner consistent with Plan Winnipeg (OurWinnipeg/Complete Communities Direction Strategy).
 - Section 6.1.6 (Commercial and Mixed Use Areas). Waverley West shall include primary commercial areas in the vicinity of the intersections of Kenaston Boulevard and Bison Drive and at Kenaston Boulevard and the realigned Waverley Street.
 - Section 6.3 (Commercial and Mixed Use Areas). Local Commercial uses may be permitted within the neighbourhood commercial areas at neighbourhood focal points. The location of any neighbourhood commercial areas shall be addressed in the applicable NASP and the development application process.
 - Section 7.2 (Community Services, Schools and Education). The Waverley West Plan Area may accommodate two high school sites. The size and location of these potential High School sites shall be further defined through consultation with the school division in the Neighbourhood Area Structure Plan and development application processes. One site may be provided in the northern part of Waverley West “B” and the second site may be provided in the southern part of Waverley West in Neighbourhood “D”. The location for high school sites should take into consideration a central location to the catchment area adjacent to an arterial level street, proximity to other higher density development, and accommodation of 1,000-1,500 students.
 - Section 7.3 (Community Services, Community Leisure and Recreation). Development within Waverley West should accommodate the possible future construction of a major community leisure/recreation centre to service the Waverley West plan area as well as adjacent residential neighbourhoods. The siting of a major community leisure/recreation centre should take into consideration a centralized location within Waverley West to serve the community needs.
 - Section 8.1 (Regional Transportation Network, Regional Roadway Network). Bison Drive, which currently terminates at Waverley Street, will be extended southwest through Waverley West and eventually terminate at or near Brady Road. Bison Drive will function as a four-lane divided roadway, likely with a posted speed limit of 60 kilometres per hour through Waverley West.
 - Section 8.3 (Regional Transportation Network, Neighbourhood Connections). The internal connections between Waverley West neighbourhood plan areas may accommodate transit routing for travel between neighbourhoods within Waverley West. The location of collector street connections to the arterial street network shall

be defined through the Neighbourhood Area Structure Plan and development application processes.

- Section 9.1.3 (Transit Service). The right-of-way for the Bison Drive street extension shall be designed to be capable of accommodating future transit lanes or a Rapid Transit corridor.
- Section 9.1.5 (Transit Service). Neighbourhood Area Structure Plans shall give consideration to accommodating interconnections between neighbourhoods that can be accessed by City of Winnipeg Transit.
- Section 9.1.6 (Transit Service). Locations of transit routes and facilities and integration into the physical design of the residential and commercial development areas shall be further defined at the Neighbourhood Area Structure Plan and the development application processes.
- Section 11.0 (Servicing Policies). Routing and alignment details of the water distribution, wastewater collection, land drainage systems shall be further defined through the Neighbourhood Area Structure Plan and development application processes.

D4. SCOPE OF SERVICES

D4.1 Project Purpose

- (a) To purpose of this project is to develop a plan for the area that will ensure that growth and development of the area occurs in a logical, integrated, and fair manner in accordance with the Waverley West Area Structure Plan (By-law No. 10/2006).

D4.2 Project Goals

- (a) To fulfill the requirements of the Waverley West Area Structure Plan by developing a Neighbourhood Area Structure Plan to guide the development of Neighbourhood Plan Area "B".
- (b) To ensure this planning process is coordinated with concurrent work regarding the development of a recreation/school site located within the study area (RFP No. 662-2016).

D4.3 Project Vision

- (a) Planning and development of the study area shall conform to the vision and planning principles for the Waverley West area as outlined in Section 3.0 of the Waverley West Area Structure Plan.

D4.4 Study Area

- (a) The study area is approximately 435 acres in area and is located west of Waverley St, east of Kenaston Blvd, and south of a future Bison Dr extension in the South Winnipeg-St. Norbert ward. Surrounding neighbourhoods include Bridgwater Forest to the north, Bridgwater Town Centre to the west, the South Pointe neighbourhood to the south, and Fairfield Park to the east. The boundaries of the study area correspond to the boundaries of the City of Winnipeg neighbourhood "Waverley West B".

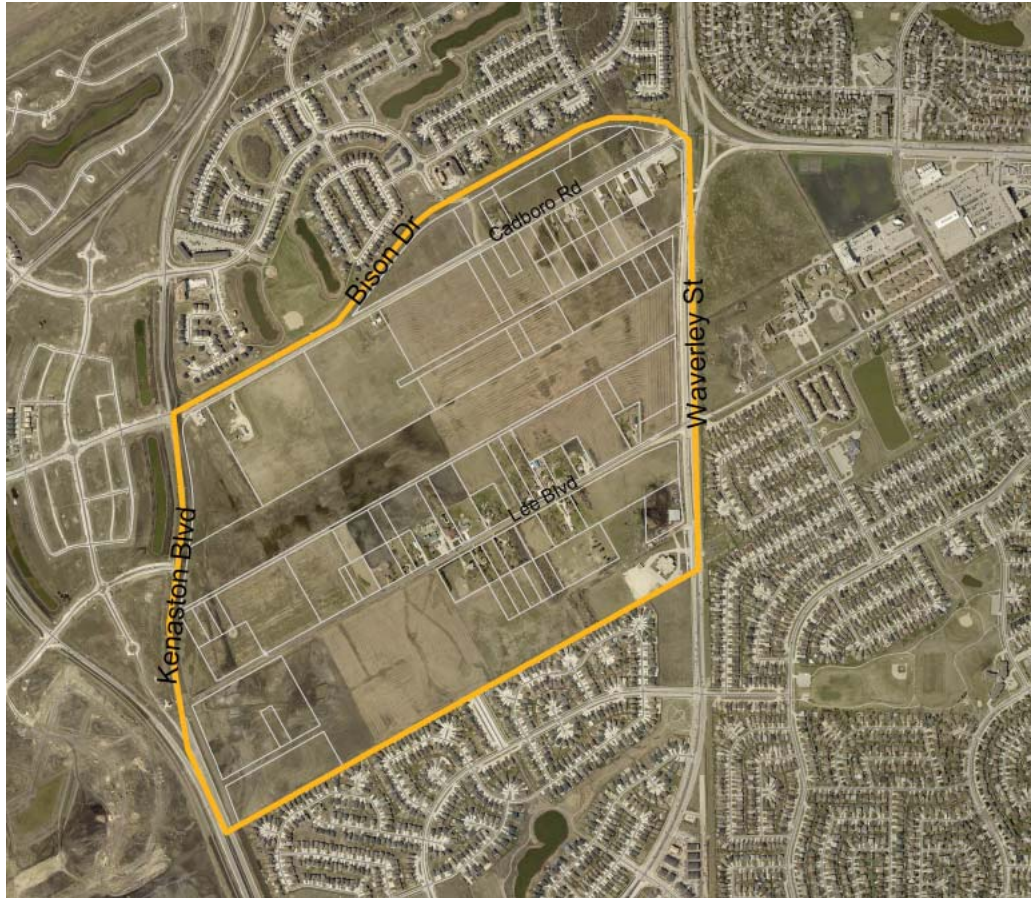


Figure 2: Site map of study area

- (b) The study area falls within the boundaries of the Waverley West Area Structure Plan.
- (c) There are 83 properties in the study area, all currently zoned “A” Agricultural district. Of these, 67 lots are smaller than 5 acres in area, eight are between 5-10 acres, and another eight are between 10 and 55 acres. There are 25 single family dwellings in the study area, and all but two are located on lots smaller than five acres in area, with access off Cadboro Rd and Lee Blvd. Other uses include agricultural uses and a number of places of worship.

D4.5 Project Background Summary

- (a) Planning for Waverley West began in 2003 with the preparation of a suite of background studies. The City of Winnipeg’s development plan at the time, Plan Winnipeg, was amended in 2005 to redesignate the area in 2005, following which an Area Structure Plan was approved to establish a planning framework for the larger area.
- (b) This framework is two-tiered, requiring additional Neighbourhood Area Structure Plans for seven sub-areas prior to development. To date, Neighbourhood Area Structure Plans have been prepared and adopted for all neighbourhood planning areas other than the study area. Given the fractured land ownership patterns in Area “B” compared to the rest of Waverley West, it was always expected that this would be the final remaining neighbourhood planning area to be planned for and developed.
- (c) On November 25, 2015, Council allocated funds for a secondary planning process for the area to be initiated by the Planning, Property, and Development Department. As per Section 13.1.3 of the Waverley West Area Structure Plan, development applications will not be accepted in the absence of an approved Neighbourhood Area Structure Plan.
- (d) As part of this same Council motion, the Winnipeg Public Service was allocated funding and directed to begin planning the development of a recreation campus co-located with a school site in Waverley West Area “B”. Having been studied for several years prior, this

motion included direction to coordinate stakeholder engagement, investigate potential partnerships, and initiate conceptual site planning. The City is issuing a separate RFP (RFP No. 662-2016) for this work in concurrence with this document.

D4.6 Deliverables

- (a) The primary deliverable resulting from this project will be a Neighbourhood Area Structure Plan for Waverley West Area "B". This plan will be intended to receive statutory authority as a secondary plan by Council.
- (b) In developing this Neighbourhood Area Structure Plan, the proponent will be responsible for producing all supporting technical documents, including a transportation impact study and servicing report.
- (c) The transportation impact study will be required to quantify transportation demand, including the type of demand, the impacts on the adjacent street system, and to establish the level of vehicular, pedestrian, and cycling infrastructure required to accommodate this demand and mitigate impacts. The TIS shall provide recommendations for opening day and phasing of the required improvements. The TIS shall also review the existing and future rights-of-ways and provide recommendations for modifications of rights-of-ways to accommodate the required infrastructure. The TIS is to be completed by a qualified transportation engineering consultant to the satisfaction of the Director of Public Works.
 - (i) This study shall also reflect transit planning considerations. Most prominently, it must account for the incorporation of a transit terminal/park-and-ride facility in the recreation complex site. Analysis will also need to consider possible stop locations and routing throughout the study area, including specifically a comparison of conventional point-to-point routing with a "hub-and-spoke" approach necessitating transfers at the terminal. Phasing of transit shall also be included.
- (d) A qualified municipal engineer will need to be involved in developing the conceptual design of servicing. The proponent will be responsible for meeting with the Water and Waste Department for input as they carry out this work.
- (e) The successful proponent will be responsible for producing other deliverables including:
 - (i) A work plan.
 - (ii) Regular progress reports directed to the Project Manager.
 - (iii) All stakeholder engagement materials, including but not limited to content for a project website and open house materials. Specifics to be determined through the development of the work plan. Open houses shall be coordinated with the concurrent rec complex project. The project managers will be available to coordinate this.
- (f) The successful proponent will also be responsible to provide representation through the decision-making process, including all public hearings.

D4.7 Planning Issues

- (a) In their preparation of the deliverable, the consultant shall ensure the following is specifically addressed:
 - (i) Land ownership in the study area is much more fractured than is typical of most other greenfield sites. Creative planning approaches will need to be considered that outline basic parameters for development that ensure an orderly build-out inclusive of all property owners, and that enable development to proceed incrementally over potentially a long period of time.

D4.8 Project Governance Considerations

- (a) The Urban Planning Division will manage this project through the Project Manager. Invoices, requests for information, data, meetings, and submissions shall be processed through them.

- (b) In managing the project, the Project Manager will draw from the expertise of a Technical Advisory Committee. This committee will be comprised of stakeholders internal to the City of Winnipeg.
- (c) The successful proponent shall be responsible for developing a work plan to be submitted for approval by the Project Manager and Technical Advisory Committee prior to beginning work on the rest of the project. This work plan is to include a list of identified stakeholders, anticipated activities, deliverables, and schedule. It will also consider how often and when the Technical Advisory Committee will be engaged. The successful proponent and Project Manager will co-host a project kickoff meeting with the Technical Advisory Committee at the outset of the process.
- (d) The successful proponent shall be responsible for providing regular progress reports to the Project Manager at points outlined and agreed upon in the work plan.
- (e) While the successful proponent will be responsible for producing most if not all of the content for the project website, the City will be responsible for posting this content and maintaining it on the City's website.
- (f) The City will review and maintain the right to edit all stakeholder engagement materials intended for public consumption, including but not limited to content for a project website and open house materials.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.

D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).

D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.

D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D8.2 The Consultant shall not commence any Services until:

- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by January 8, 2017.