



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 461-2023

**PROFESSIONAL CONSULTING SERVICES FOR POINT DOUGLAS SECONDARY
PLAN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR POINT DOUGLAS SECONDARY PLAN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time July 14, 2023.

B2.2 The Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 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 Consulting Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Consulting Contract Administrator. 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 Consulting Contract Administrator.

B5. ADDENDA

- B5.1 The Consulting Contract Administrator 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 Consulting Contract Administrator 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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 B6.2, 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.
- B6.5 Proposal format, including 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 proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 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: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered 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 shall not exceed the funds available for this project as per D4.4.
- B8.2 The proposal shall show a breakdown of fees for components of work identified in D4.1.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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.

- B8.5 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.
- B8.6 Notwithstanding C11.1, 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D18. Any such costs shall be determined in accordance with D18.

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 providing programming; design, management of the project and contract administration services on 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) project owner;
 - (f) 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 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Professional Planner (within the meaning of *The Registered Professional Planners Act*);
 - (c) Water and Wastewater Servicing Engineer;
 - (d) Transportation Planning Engineer; and
 - (e) Public Engagement Lead.
- B10.3 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 and public engagement professionals. 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.

B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. 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 Project, including:
 - (i) The physical and social conditions of the study area;
 - (ii) Issues related to development in Point Douglas;
 - (iii) Transit Oriented Development in the context of the Eastern Rapid Transit Corridor; and
 - (iv) The planning context of the Plan Area;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) The team's strategy for engaging stakeholders and the public;
- (e) the proposed Project budget;
- (f) the team's approach in developing the proposed Fee schedule;
- (g) the team's understanding of the broad functional and technical requirements;
- (h) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and
- (i) any other issue that conveys your team's understanding of the Project requirements.

B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

- B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.
- B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.9 For each person identified in B10.2, list the percent of the person's 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 the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this RFP. 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) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B14.3 In connection with their Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B15. QUALIFICATION

B15.1 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;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B15.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have the necessary professional memberships, endorsements and/or licenses as required by provincial legislation;
 - (b) have successfully carried out services for the programming; design, planning, architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
 - (c) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (e) 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;
 - (f) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (g) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D6).
- B15.4 Further to B15.3(g), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2, 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.

B21. EVALUATION OF PROPOSALS

B21.1 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 B15: (pass/fail)
- (c) Fees; (proposal Section B) 10%
- (d) Experience of Proponent and Subconsultant; (proposal Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (proposal Section D) 30%
- (f) Project Understanding and Methodology; (proposal Section E) 40%
- (g) Project Schedule. (proposal Section F) 5%

B21.2 Further to B21.1(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.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.4.
- B21.7 Further to B21.1(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, in accordance with B9.
- B21.8 Further to B21.1(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, in accordance with B10.
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project within reasonable timeframes, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(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.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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 qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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 their 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at their discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D18 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 2022-09-02) 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. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

James Platt

Telephone No. 204 986-6918

Email Address: jplatt@winnipeg.ca

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

D3. PROJECT OVERVIEW

D3.1 Purpose

The City of Winnipeg requires a land use plan, to be adopted as a secondary plan by-law, for the Point Douglas area which builds upon the vision established through the Eastern Corridor Study. Development of the Point Douglas Secondary Plan (The Plan) will be done in consultation with City Departments, area residents, businesses, institutions and property owners. The Plan will incorporate transportation and infrastructure planning with land use and community planning while striving to build consensus across all potential stakeholders.

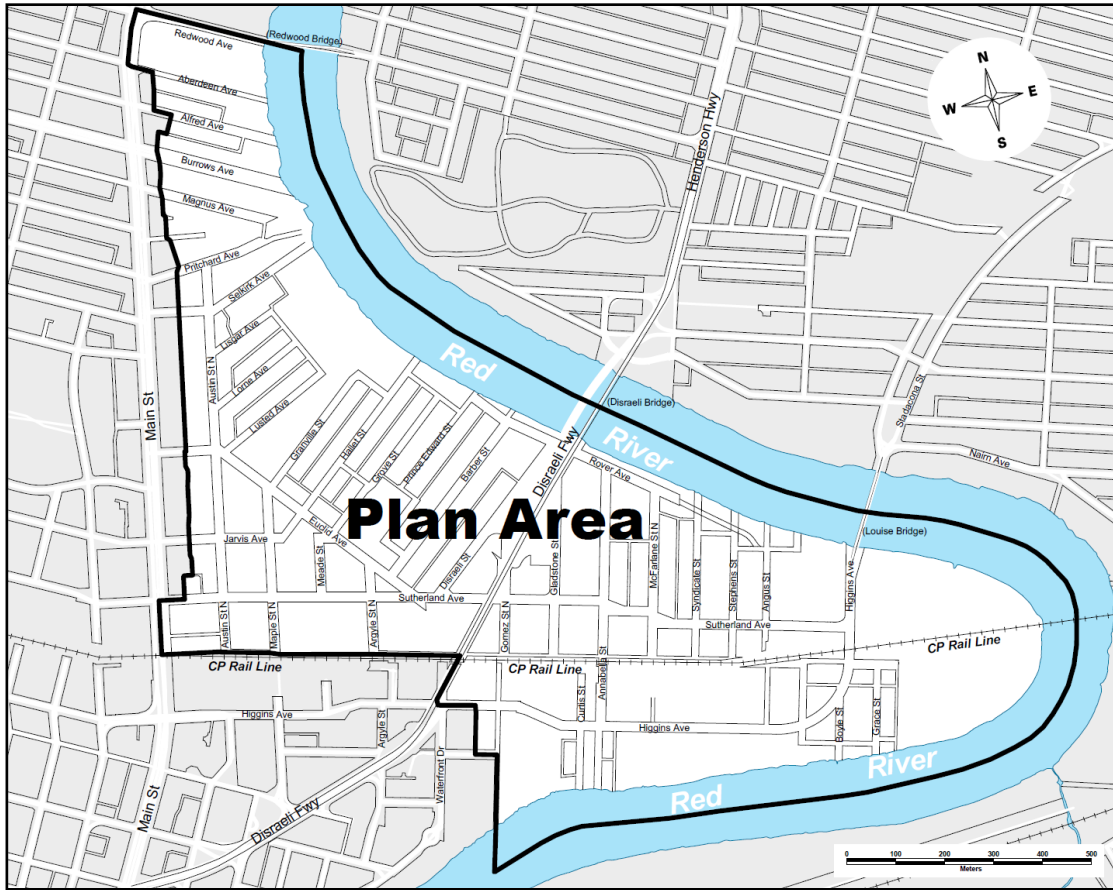
D3.2 Secondary Plans in Winnipeg

The City of Winnipeg Charter Act grants the City the authority to adopt, as by-law, secondary plans which provide objectives and actions that council considers necessary or advisable to address in a specific area of the city. Secondary Plans are valuable tools for managing land use change, promoting neighbourhood character, protecting community assets, and identifying and allocating capital investment costs. Secondary plans must be consistent with the City's municipal development plan, *OurWinnipeg 2045*. Once adopted by Council, all development must be consistent with the policies of a secondary plan.

OurWinnipeg 2045 defers to the *Complete Communities Development Strategy 2.0 (CCDS 2.0)* to provide additional direction as to how areas throughout the City are to develop, and when secondary plans are appropriate or even required. The purpose, objectives and expected content of a secondary plan are dependent on the policy area designations of the subject area in CCDS 2.0.

D3.3 Plan Area

The Plan Area includes the area south of the CP Rail Line east of the Disraeli Freeway (See Plan Area). North of the CP Rail Line, the Plan Area includes all properties south of Redwood Avenue and east of Main Street, while excluding properties that front onto the east side of Main Street. The Red River forms the eastern boundary north of the CP Rail Line and the southern boundary south of the CP Rail Line.



Plan Area

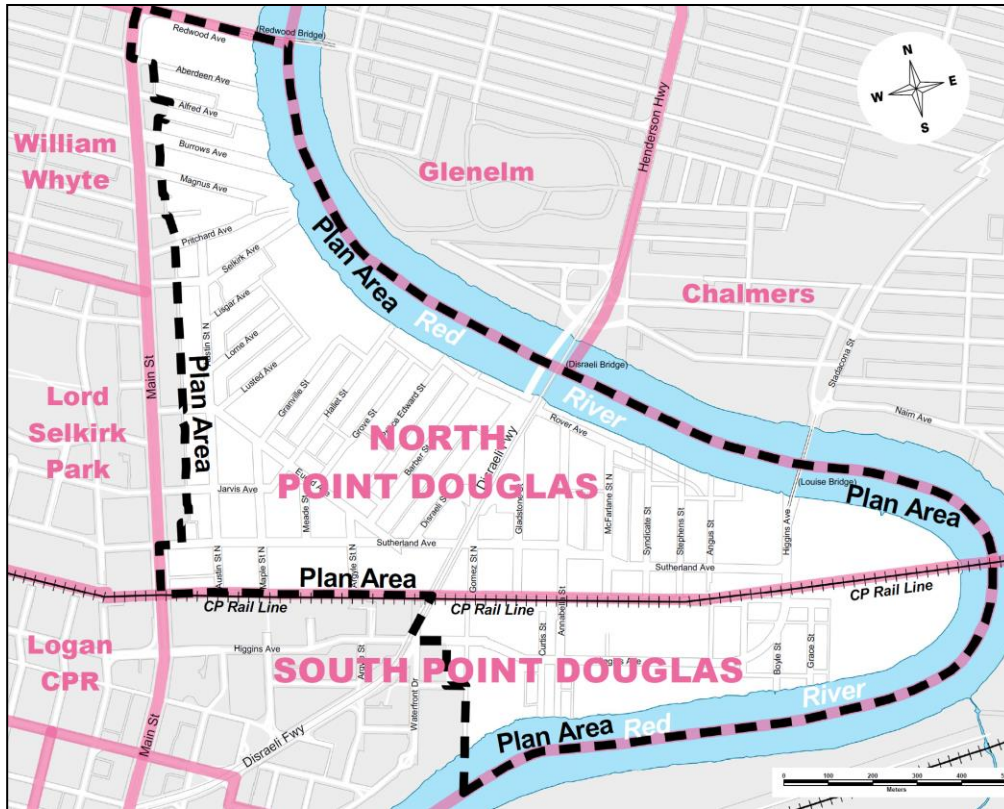
D3.4 Significance of the Plan Area

Scottish settlers first established a residential neighbourhood along the Red River north of Fort Douglas in the early 19th century. The arrival of the railway in 1880s brought a flood of European immigration through the CPR Station on Higgins Avenue. It also changed the character of Point Douglas. Over time, additional rail lines and spur lines were built alongside the initial line to accommodate other shipping and transport activities. This facilitated the development of a warehousing, milling and manufacturing industry in Point Douglas. It also bisected the peninsula into separate north and south neighbourhoods. While the train no longer stops at the old CP Railway Station, the rail yards remain active and rail traffic is still frequent along the CP Rail’s main Winnipeg line.

Point Douglas is at the centre of Indigenous culture in Winnipeg, home of a burgeoning arts scene, and the site of a rich history and heritage. Development over the past decades along Waterfront Drive south of the Plan Area has broadened interest in downtown living and forged an important physical and psychological link between Higgins Avenue and the Exchange District to the south. The routing of the Eastern Rapid Transit Corridor and a North Winnipeg Parkway trail extension through Point Douglas could help overcome the physical fragmentation of neighbourhood that has resulted from industrial development and disinvestment as well as railway and freeway development in the past.

D3.5 Neighbourhoods

The Plan Area includes significant portions of both the North Point Douglas, and South Point Douglas neighbourhoods (See Plan Area: Neighbourhoods). The two neighbourhoods are separated by the CP Rail line.



Plan Area: Neighbourhoods

A significant portion of the South Point Douglas Neighbourhood is located within Downtown Planning Area, which is undergoing a separate secondary plan exercise. In order to avoid overlapping jurisdictions between secondary plans, this area will be excluded from the Plan Area of the Point Douglas Secondary Plan.

Properties fronting onto the east side of Main Street will also be excluded from the Plan Area as these properties are designated as a Priority Urban Mixed-Use Corridor in CCDS 2.0. The Priority Mixed-Use Corridor designation on Main Street extends north from the CPR Rail crossing to Leila Avenue, and includes properties on both sides of Main Street. Properties along this corridor are subject to different influences than those of Point Douglas and will develop in accordance with the corridor policies of CCDS 2.0.

(a) South Point Douglas

South Point Douglas is located to the northeast of downtown, along the Red River. The area includes existing and former industrial sites, as well as a small enclave of aging housing.

South Point Douglas is an important part of Winnipeg's history and heritage. The area contains four buildings that are on the Buildings Conservation list, and nineteen that are on the Historical Buildings Inventory list.

Since the arrival of the railroad in the late 19th century, this neighbourhood has seen steady decline in population as economics and land use policy favoured industrialization. Today, neither economics nor policy support the continued industrial development of the area, and there is growing interest to see residential land uses be established as the primary land use in the area. The majority of residents living in South Point Douglas reside in emergency or transitional housing facilities. The remainder reside within approximately three apartments and 65 houses built in the late 19th and early 20th century.

The strategic location of this neighbourhood connecting south to Waterfront Drive and the Exchange District provides an opportunity for destination specialty shops and services, especially as it could support the unique character of the area. However, as a result of the

historical industrial land use policy designation for this area, South Point Douglas has almost no commercial development. Redevelopment of the neighbourhood is expected include commercial services typical of a residential neighbourhood.

South Point Douglas is an area in transition that represents a tremendous opportunity, but requires a coordinated planning effort to reach its potential. Although serviced vacant land is available for development, the area contains significant constraints and challenges to re-development:

- there is a need for substantial upgrades to aging infrastructure put in place in the late 1800s and early 1900s, including a combined sewer;
- ownership is fragmented and the area contains obsolete or underutilized land uses;
- the area contains several brownfield sites;
- the riverbank poses additional complications for land development; and
- proximity to the CPR Rail Line requires significant mitigation measures to ensure safety, noise and sound attenuation, and security for rail operations.

The following factors drive the need for a secondary plan in South Point Douglas:

- transition away from industrial uses initiated by decreasing demand for industrial land adjacent to downtown;
- increasing demand for residential infill in central neighbourhoods (with a premium on riverfront areas);
- presence of valued cultural and historical assets that may be at risk;
- significant obstacles to redevelopment that include brownfield contamination, riverbank stability, combined sewer capacity and a lack of neighbourhood qualities and amenities; and
- the introduction of the Eastern Rapid Transit Corridor.

In order to address these issues and make South Point Douglas viable for development, significant capital investment is required. This may only make financial sense under a higher density mixed-use redevelopment plan, adopted as a secondary plan, that capitalizes on its proximity to the downtown and development along Waterfront Drive.

(b) North Point Douglas

North Point Douglas is a residential neighbourhood known for its rich history, diverse population, and strong sense of community. It is one of the oldest neighbourhoods in the city, situated just north of downtown and bordered by the Red River to the northeast the CP Rail Line to the south, and Main Street to the west. The Forks, a meeting place for centuries, is a ten-minute bike ride, south, along the Red River.

Despite being relatively low-density, nearly four times as many people live in North Point Douglas as South Point Douglas. North Point Douglas is characterized as a mature community and is one of five Housing Improvement Zones identified by the City of Winnipeg to address housing needs in the core area of Winnipeg. A high percentage of the total population is considered to have low income.

The area is predominantly residential, with active industry between Sutherland Avenue and the CP Rail Line. The neighbourhood also boasts two of Winnipeg's oldest houses - Barber House and Ross House Museum. There is some retail on Main Street, industry and warehouses along Sutherland Avenue, and Metro Meats, a butcher shop and corner store in the heart of the area.

The neighbourhood is also home to a number of community organizations, such as the Point Douglas Residents' Committee, North Point Douglas Women's Centre, Sisters Initiating Steps Towards a Renewed Society (SISTARS), Manitoba Indigenous Cultural Education Centre, many churches, schools, and the Norquay Community Centre.

The neighbourhood boasts several parks and green spaces, including Michelle Jean Park. A well-connected city-wide cycling path is established through the community that travels north-south, as well as northeast over an active transportation bridge crossing the Red River.

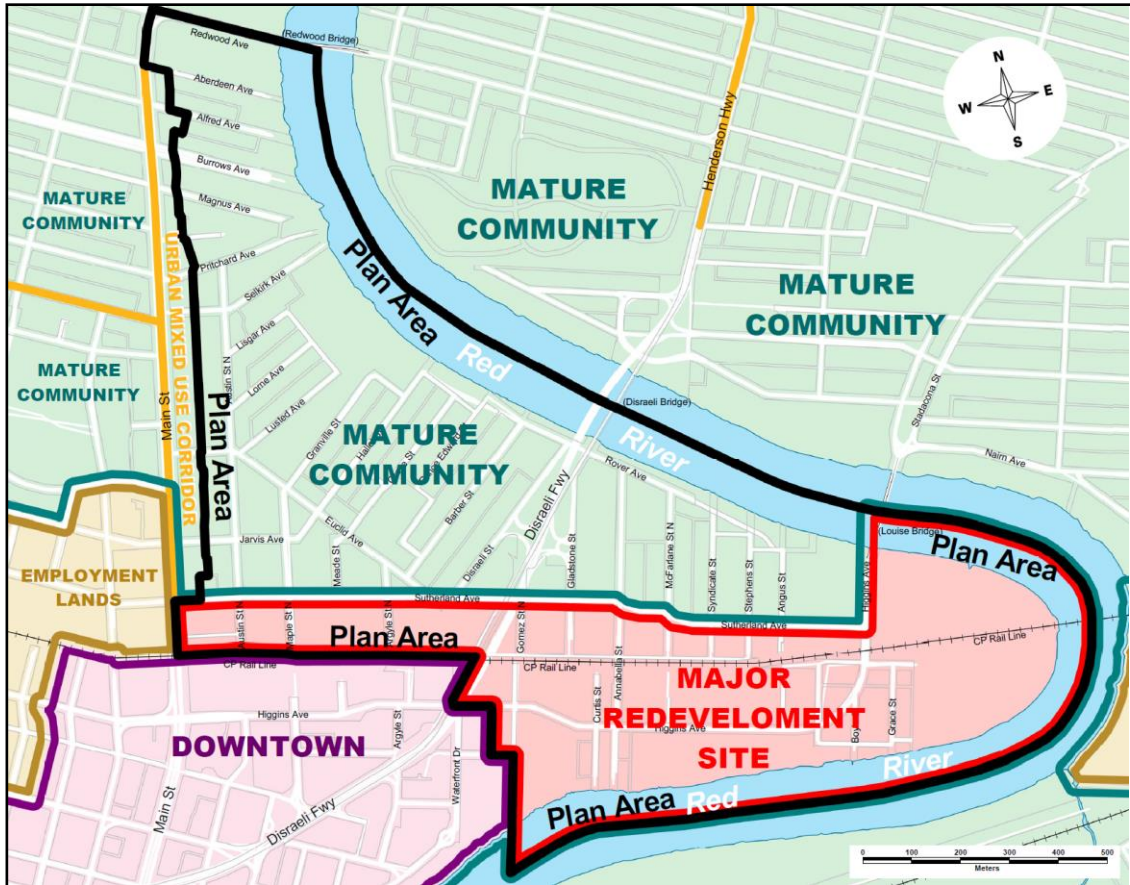
The neighbourhood also has a rich history, with a deep spiritual and cultural connection to the land for Indigenous peoples, who were the original inhabitants of the area. The neighbourhood was settled by European immigrants in the late 1800s and early 1900s. Many of them were working-class families who were attracted to the area because of its proximity to the Red River and the Canadian National Railway yards, now occupied by The Forks development. It was a bustling, working-class community, but later suffered from the loss of industrial jobs, and the expansion of the Canadian National Railway yards and the construction of the Disraeli Freeway, which severed the neighbourhood from the rest of the city. As a result, the neighbourhood became one of the most impoverished areas in Winnipeg, with a high crime rate, and a high percentage of residents living below the poverty line.

Despite these challenges, the community has remained resilient and continues to work towards revitalization and improvement. In recent years, there have been efforts to revitalize the area and improve the quality of life for residents through community development initiatives and public investments. The community has also been actively engaged in shaping the future of the neighbourhood through community engagement and participation in the planning process.

Redevelopment of South Point Douglas will create unique development pressures for North Point Douglas. The neighbourhood is conveniently located near downtown Winnipeg and has easy access to major transportation routes including the proposed Eastern Rapid Transit Corridor, making it a prime location for revitalization.

D3.6 Complete Communities Direction Strategy (CCDS 2.0) Designations

Our Winnipeg 2045, and CCDS 2.0 identify the portion of the Plan Area south of Sutherland Avenue as a 'Major Redevelopment Site', and the area north of Sutherland Avenue as 'Mature Community' (See CCDS 2.0 Policy Area Designations). The content of the Point Douglas Secondary Plan will be informed by direction provided in CCDS 2.0 for Rapid Transit Corridors, Major Redevelopment Sites, Mature Communities, and Reinvestment Areas.

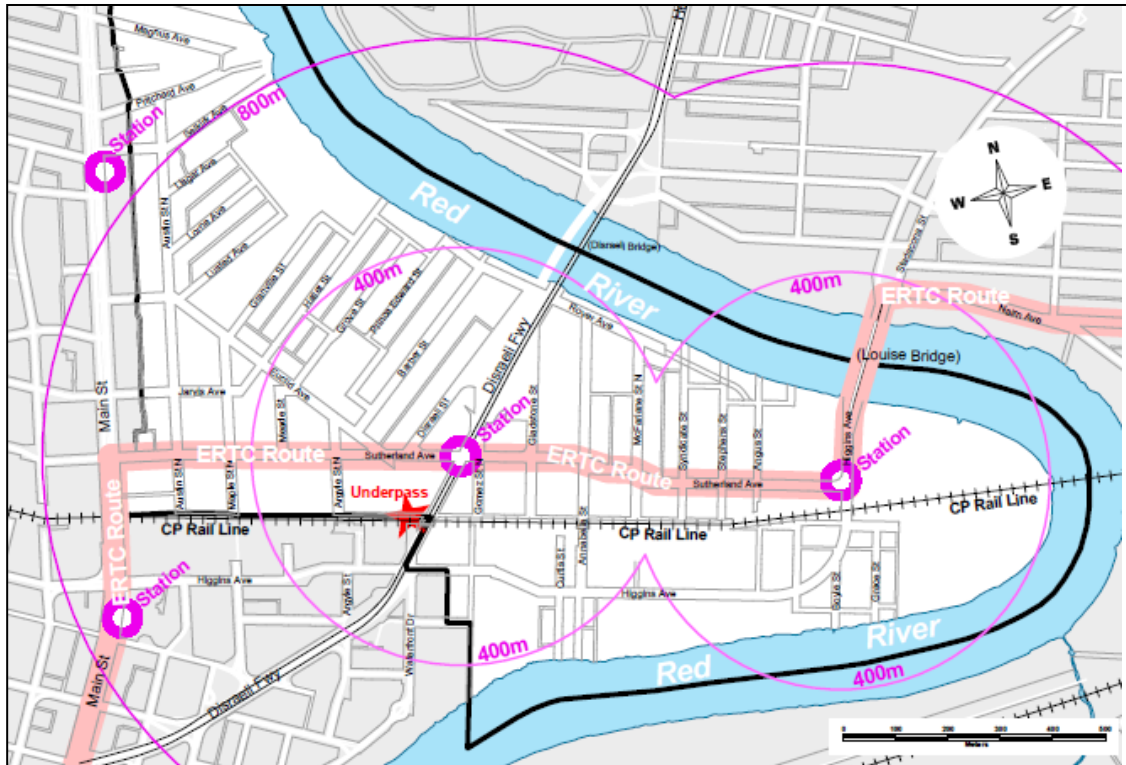


CCDS 2.0 Policy Area Designations

(a) Rapid Transit Corridors

CCDS 2.0 requires that redevelopment of areas within 400-800 metres of a rapid transit station be guided by a secondary plan. The Eastern Transit Corridor Study (currently in draft) considered the alignment options for the Eastern Rapid Transit Corridor (ERTC) along with proposed station locations and future land uses in proximity to the preferred corridor. The ERTC will travel along Sutherland Avenue east of Main Street to the Louise Bridge (See Eastern Rapid Transit Corridor Map). The route along Sutherland Avenue will be developed as a Transit Boulevard-style roadway, which provides the level of service expected of a Rapid Transit service, to facilitate integration with the surrounding community.

Transit stations along Sutherland Avenue are proposed at both Disraeli Street and Higgins Avenue. A proposed pedestrian underpass, running under the railway from the intersection of Higgins Avenue and Waterfront Drive to intersection of Sutherland Avenue and Disraeli Street, will connect development south of the CPR Rail Line to the ERTC.



Eastern Rapid Transit Corridor Map

Rapid transit stations are the primary focus for development along rapid transit corridors as they provide strategic opportunities for growth, intensification, and redevelopment in accordance with Transit Oriented Development (TOD) principles. CCDS 2.0 requires that redevelopment of areas within 400-800 metres of a rapid transit station be guided by a secondary plan. The secondary plan will capitalize on strategic opportunities for infill development and redevelopment in proximity to the rapid transit stations.

The secondary plan will contain policy direction for development in proximity to the ERTC informed by the following documents:

- *Transit Oriented Development Handbook*
- *Winnipeg Transit Master Plan*
- *Transportation Master Plan*
- *Eastern Corridor Study (Draft)*

(b) Major Redevelopment Sites

CCDS 2.0 designates the Plan Area south of Sutherland Avenue a “Major Redevelopment Site” policy area. The area will “transition to a complete community with significant levels of mixed-use, high density development, with strong urban design and attractive parks, places and open spaces”. Planning for Major Redevelopment Sites require a collaborative planning process and a secondary plan to guide future re-development of the area.

CCDS 2.0 characterizes Major Redevelopments Sites as:

- Large, functionally obsolete or under-utilized lands, such as former industrial areas.
- Located within an existing urban framework, often along rail lines, major corridors or rapid transit corridors and adjacent to existing communities.

- Often serviced with some level of existing infrastructure.
- Present opportunities for transformative and strategy mixed use infill and intensification.
- May present challenges to redevelopment, such as inadequate infrastructure capacity, access limitations, and contamination.

The southern portion of the Plan Area presents an opportunity to transform vacant and underutilized sites of Point Douglas into a well-designed, walkable environment which capitalizes on its proximity to the proposed ERTC. Development of the Plan Area will be promoted in accordance with Transit Oriented Development principles of CCDS 2.0.

The secondary plan will contain policy direction for the Major Redevelopment Site area informed by the following documents:

- *Transit Oriented Development Handbook*
- *Pedestrian and Cycling Strategies*
- *Winnipeg Transit Master Plan*
- *Transportation Master Plan*
- *Winnipeg Climate Action Plan*
- *Winnipeg Recreation Strategy*
- *Winnipeg Parks Strategy*

(c) Mature Communities

Planning for the Major Redevelopment Site south of Sutherland Avenue creates unique development pressures for the North Point Douglas. In addition, a planned rapid transit route along Sutherland Avenue further emphasizes the need for a planning process which considers South Point Douglas and North Point Douglas concurrently.

While CCDS 2.0 supports opportunities for residential intensification in established neighbourhoods, especially within 400m of a rapid transit station, it is important that residential infill development is compatible with the neighbourhood. The Point Douglas Secondary Plan will ensure that North Point Douglas develops in accordance with the Mature Communities section of CCDS 2.0 including:

- Ensuring a diversity of housing options to meet resident life-cycle housing needs;
- Ensuring a range of commercial services and amenities within walking distance;
- Accommodating a variety of public and institutional uses to meet a broad range of community needs;
- Ensuring North Point Douglas is well served by parks, open spaces, and recreation facilities that contribute to sustainability, wellness and active living;
- Contributing to the further development of a walkable, bikeable and transit-oriented community in accordance with City pedestrian and cycling strategies.

The secondary plan will contain policy direction for the North Point Douglas area informed by the following documents:

- *Small-scale and Low-Rise Residential Development Guidelines for Mature Communities*

(d) Reinvestment Areas

North Point Douglas is also what CCDS 2.0 refers to as a 'Reinvestment Area', which are described by having the following characteristics:

- Aging building stock where deterioration is evident
- Aging or functionally obsolete community facilities
- Lack of maintenance to acceptable minimum property standards
- Incompatible mix of land uses
- Lack of services such as grocery stores, banks, and parks
- Lack of safe and adequate housing options
- Instances of poverty and higher needs.

Reinvestment Areas are areas of the city that normally have a desirable character but would benefit from reinvestment through infill and redevelopment, and/or major projects in small areas. CCDS 2.0 does not specifically identify Reinvestment Areas as they do not necessarily follow neighbourhood boundaries and may change from time to time.

In accordance with the CCDS 2.0 Reinvestment Area policies, the Plan will promote land use, design elements and strategies to encourage revitalization. The Plan will encourage a mix of compatible land uses and housing types to ensure economic stability. City-owned lands may be identified to provide opportunities to contribute to and/or encourage revitalization.

The Secondary Plan will contain policy direction for the Plan Area informed by the following documents:

- *Small-Scale and Low-Rise Residential Development Guidelines for Mature Communities*
- *Winnipeg Recreation Strategy*
- *Winnipeg Parks Strategy*
- *Comprehensive Housing Needs Assessment*
- *Poverty Reduction Strategy*

D3.7 Existing Zoning

The Downtown portion of South Point Douglas, just outside of the Plan Area, is zoned "M" Multiple Use Sector District (as regulated by the Downtown Zoning By-law) which permits a diversity of uses. This area has developed without being hampered by the Major Redevelopment Site designation because the Downtown Zoning By-law grants generous land-use entitlements that have facilitated ongoing re-development, mainly along Waterfront Drive. This trend is likely to continue and will influence development within the Plan Area.

Of the lands of South Point Douglas within in the Plan Area, approximately 75 percent of the land contains manufacturing uses, 20 percent is vacant; and less than five percent contains residential uses. The majority of this area is zoned Industrial (M1 and M2), with a very small portion zoned commercial. In order to avoid creating land use conflicts in the Point Douglas Major Redevelopment Site, the City of Winnipeg has not supported zoning changes or other entitlements for developments pending adoption of a secondary plan to guide future growth. While existing industrial uses may continue to operate under existing zoning rights, these uses will likely face increasing pressures to relocate due to encroaching mixed-use development and increasing land values.



Plan Area Zoning Districts

The residential portion of the Plan Area north of Sutherland Avenue contains a healthy mix of R2, C2, C1 and PR zones, with a couple of properties zoned RMF (multi-family). The R2 zoning district (residential two-family) allows for single and two-family dwellings, which encourages residential infill development to take the form of duplexes and other forms of two-family dwellings. While commercial zoned properties are dispersed throughout North Point Douglas, many of these properties are either vacant or contain non-commercial uses.

North Point Douglas also contains a relatively healthy amount of land zoned PR2 and PR1 (Park). Parcels zoned PR 2 contain a school and a community centre, while the parcels along the river zoned PR1 support an active transportation path.

The secondary plan will, at a minimum:

- Identify where various future land uses will be permitted throughout the Plan Area, and at what intensity, particularly for land transitioning from industrial zoning districts; and
- Encourages land development and zoning which supports riverside multi-use active transportation path along the entire riverbank of the Plan Area.

D3.8 Municipal Services

The Plan Area is serviced by combined sewers.

(a) Combined Sewer Servicing

The combined sewer system has limitations to accommodating new development. The extent of the limitation varies by location of the planned development within the Plan Area lands as well

as the level of intensification of land use compared to existing development. Changes in land use often result in increased wastewater discharge and/or land drainage peak flows that need to be mitigated for avoiding combined sewer overflows as outlined in Environment Act Licence #3042 (EAL3042). Typically, if a developer (of MF/I/C/I land) is not able to keep the sum of wastewater and land drainage discharged to the combined sewer system from increasing, the onus is on the developer to undertake the necessary upgrades to the system required to handle a proposed development in compliance with EAL3042. This process does not allow for a more comprehensive effort to upgrade servicing for multiple sites under different ownership.

Development envisioned by the secondary plan must consider the requirements of EAL3042, namely Clause 8. However, development of the Plan Area provides an opportunity to coordinate sewer separation works.

Currently there are numerous vacant lots in the Plan area that generally have lower land drainage discharge to the combined sewer system compared to existing development. As properties are redeveloped, increases to runoff from rain events need to be mitigated.

The Secondary Plan will be supported by a wastewater servicing study that:

- Identifies the existing sewer servicing (e.g. combined sewer, partially separated combined sewer) with consideration of land uses and development described by the Secondary Plan;
- Includes a dry weather flow analysis for the Plan Area (with impact on Syndicate Lift Station);
- Provides commentary and recommendations on the viability of intensifying development (ex tri-plexes in the infill area portion of the land use plan) given existing servicing;
- Provides recommendations for ensuring development and associated enabling infrastructure works achieve compliance with Clause 8 of EAL3042 and acceptable levels of service including identifying repercussions of recommended solutions;
- Proposes engineering works complete with estimated construction costs to undertake solutions that comply with Clause 8 and EAL3042;
- Is based on wastewater flow projections for each phase, and full development, of the secondary plan;
- Identifies opportunities for efficiency through phasing of development; and
- Considers partial or complete separation of the combined sewer system.

The City of Winnipeg Water and Waste Department (WWD) will make available sewer system documents and/or drawings deemed relevant by WWD.

(b) Water Servicing

Water mains currently servicing the Plan Area are considered adequate for domestic water supply. The servicing study for supporting the secondary plan will:

- Assess the ability of the water distribution system to provide sufficient fire flow for the Plan Area, with input from WWD;
- Discuss land use plan viability given existing water servicing, outlining at minimum the City infrastructure works anticipated to be able to appropriately service the land use plan or appropriate alternatives to municipal water system upgrades such as building construction material improvements; and
- Consider impacts and opportunities to all underground infrastructure resulting from any changes to legally opened rights-of-way in the Plan Area, such as requirements for water main easements on private land where needed.

WWD will provide water system flow-pressure curves and any other available water distribution details deemed relevant by WWD to support the analysis.

D3.9 Transportation

(a) Street Network and Traffic

Higgins Avenue and the Louise Bridge represent an important transportation link between downtown and the northeast area of the city. North of the CP Rail Line, Sutherland Avenue provides a connecting route to Main Street and Higgins Avenue for the residential streets east of the Disraeli Freeway. Sutherland Avenue can be expected to increase in importance with the establishment of the new ERTC Route. West of the Disraeli Freeway, Euclid Avenue provides a connecting route from the residential streets to Sutherland Avenue and Main Street for both pedestrian and vehicular traffic.

The secondary plan will establish policy and direction around vehicular transportation and parking. The engineering analysis effort will build on work done for the Eastern Corridor Study, which included:

- Transit Modelling and Ridership Analysis;
- Transportation Demand Management (TDM) strategy providing a cursory review of the potential impacts from an aggressive corridor-specific TDM program with respect to the auto trip reduction along the proposed ERTC corridor;
- Traffic Forecasts and Analysis conducted to determine the impacts of proposed rapid transit options on traffic operations, as well as confirm future lane requirements and intersection configurations;
- Traffic Analysis and recommended reconfiguration or improvements to the following:
 - Higgins Avenue from Sutherland to the Louise Bridge;
 - Sutherland Avenue from Main Street to Higgins Avenue;
 - Intersection of Sutherland Avenue at Annabella Street;
 - Intersection of Main Street and Sutherland Avenue; and
 - Intersection of Sutherland Avenue and Higgins Avenue;
- Conceptual design of an active transportation underpass under the CP Rail Line connecting the intersection of Higgins Avenue and Waterfront Drive with the proposed transit station at Sutherland Avenue and Disraeli Street; and
- Recommendations on active transportation infrastructure alignment and design.

The Secondary Plan will be supported by a Transportation Impact Study which includes the following at a minimum:

- A comparison of baseline traffic conditions with future post-development conditions (including parking), with potential issues identified. Analysis will include baseline and future traffic volume estimates for:
 - Residential streets;
 - Euclid Avenue and Sutherland Avenue; and
 - Higgins Avenue from Louise Bridge to Main Street;
- Future state estimates for traffic and multi-modal split, including transit patronage (number) based on future condition;

- Recommendations including traffic calming, parking, and traffic signal improvements with related timing modifications;
- Transportation Demand Management strategy which considers demand between downtown and areas north and east of Point Douglas;
- Significant challenges exist to providing physical access to the Point. Traffic analysis will need to include the impact of providing access to any potential uses envisioned for the Point by the Secondary Plan; and
- Estimates of transit ridership impacts to each rapid transit station and bus stop as a result of development described by the Secondary Plan.

(b) Active Transportation

Walking and cycling constitute a significant mode of travel for residents and employees in and around the Plan Area, due to its central location in the city on the edge of downtown. Continued investment in these modes would support a sustainable neighbourhood concept.

The secondary plan will establish policy around active transportation that:

- Recognizes the important role of the existing and proposed network in the Plan Area;
- Incorporates personal safety;
- Supports a riverside multi-use active transportation path along the entire riverbank of the Plan Area;
- Considers opportunities for integrating active transportation with upcoming infrastructure and/or redevelopment projects;
- Considers options for improving and/or increasing active transportation connections between North and South Point Douglas across the rail line;
- Considers options for improving and/or increasing active transportation connections to the Disraeli Active Transportation Bridge; and
- Ensures strong and safe pedestrian connections between homes, shopping, workplaces, the parkway and other destinations within the Plan Area.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of planning and engineering consulting services in accordance with the following:

- (a) Preparation and delivery of a Secondary Plan, suitable for Council adoption as a secondary plan by-law, which provides vision, objectives and policies for the Plan Area in alignment with the requirements described in D3;
- (b) Comprehensive stakeholder engagement program as described in D14 including delivery of a stakeholder engagement report;
- (c) Sewer, water and drainage infrastructure study as described in D3, with recommendations, which informs and supports the future land development conditions as described by the Secondary Plan;
- (d) Transportation Impact Study as described in D3, with recommendations, which informs and supports the future land development conditions as described by the Secondary Plan;
- (e) Recommendations for implementation of the Secondary Plan; and
- (f) Representation at all public hearings prior to first reading of the secondary plan by-law by Council.

- D4.1.1 The secondary plan document must be formatted to print on 8½ x 11 (Letter) sized paper oriented in profile (not landscape) and will be delivered in MSWord or other editable electronic format acceptable to the Consulting Contract Administrator.
- D4.1.2 The City of Winnipeg, with input from the Consultant, may prepare a Fiscal Impact Analysis for one or more land use planning scenarios to assist with stakeholder engagement and/or decision making.
- D4.1.3 The Project will include collaboration with various City Departments as appropriate and required.
- D4.2 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
 - (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
 - (c) City of Winnipeg Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
 - (d) Appropriate geometric design guidelines set by the Transportation Association of Canada (TAC) including the current edition of the *Geometric Design Guide for Canadian Roads*
 - (e) The current edition of *The Winnipeg Standard Construction Specifications*
 - (f) Culvert and Drainage Inlet/Outlet Safety Guidelines
<https://winnipeg.ca/waterandwaste/pdfs/drainageFlooding/safetyguidelines.pdf>.
- D4.3 The following materials are to be considered in the development of the Secondary Plan as applicable (note draft policies that are currently under review and adopted during this project will supersede the previous policy):
- (a) *OurWinnipeg 2045* (adopted May 26, 2022)
<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=8222>
 - (b) *Complete Communities Direction Strategy 2.0* (adopted May 26, 2022)
<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=8221>
 - (c) *Winnipeg Climate Action Plan* (adopted September 20, 2018)
<https://winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnegsClimateActionPlan.pdf>;
 - (d) *Welcoming Winnipeg: Reconciling our History* (adopted January 30, 2020)
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=7666>;
 - (e) *Combined Sewer Overflow Master Plan* (August 2019)
<https://winnipeg.ca/waterandwaste/pdfs/sewage/2019CSOMasterPlan.pdf>.
 - (f) City of Winnipeg's 2012 Draft Updated *Transportation Standards Manual* (previous version February 1991) https://legacy.winnipeg.ca/finance/findata/matmgt/documents/2014/201-2014_B/201-2014B_PA_Schedule_18-Appendices/Appendix%20U%20-%20Transportation%20Standards%20Manual,%20City%20of%20Winnipeg,/Appendix_U_Transportation_Standards_Manual.pdf;
 - (g) *Winnipeg Pedestrian and Cycling Strategies* (2015)
<https://legacy.winnipeg.ca/publicworks/pedestriansCycling/strategiesActionPlan/pdf/strategy.pdf>
 - (h) *Winnipeg Pedestrian and Cycling Strategies* (2023) – Draft
<https://legacy.winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
 - (i) *Winnipeg Transit-Oriented Development Handbook* (2012)
<https://legacy.winnipeg.ca/ppd/Documents/CityPlanning/PoliciesGuidelinesStudies/Transit-Oriented-Development-Handbook.pdf>

- (j) *Winnipeg Parks Strategy* (May 26 2022)
<https://engage.winnipeg.ca/11755/widgets/46343/documents/76404>
- (k) *Winnipeg Recreation Strategy* (May 26 2022)
<https://engage.winnipeg.ca/11755/widgets/46343/documents/76403>
- (l) *Guidelines for New Development in Proximity to Railway Operations* (May 2023)
http://proximityissue.wpengine.com/wp-content/uploads/2017/09/2013_05_29_Guidelines_NewDevelopment_E.pdf
- (m) *Winnipeg Transit Master Plan* (adopted April 29, 2021)
https://info.winnipegtransit.com/assets/2794/Winnipeg_Transit_Master_Plan-reduced.pdf
- (n) *Eastern Corridor Study* (Draft)
https://engage.winnipeg.ca/eastern-corridor-study?tool=news_feed#tool_tab
<https://view.genial.ly/618bde4bd4a4e00d9b9b0071>
- (o) *Transportation Master Plan* (2011)
<https://legacy.winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (p) *Transportation Master Plan 2050* (Draft)
<https://legacy.winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
- (q) *Winnipeg Poverty Reduction Strategy 2021-2031*
[http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20211125\(RM\)C-16](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20211125(RM)C-16)
- (r) *Small-Scale and Low-Rise Residential Development Guidelines for Mature Communities* (Approved June 24, 2021)
<https://legacy.winnipeg.ca/ppd/PublicEngagement/InfillStrategy/documents/Small-Scale-Residential-Development-Guidelines-for-Mature-Communities-DRAFT.pdf>
- (s) *Winnipeg Housing Policy* (2013)
<https://legacy.winnipeg.ca/ppd/Documents/CityPlanning/Housing/PolicyAndPlans/Winnipeg-Housing-Policy.pdf>
- (t) *Comprehensive Housing Needs Assessment* (Jan 2020)
<https://legacy.winnipeg.ca/ppd/Documents/CityPlanning/Housing/ComprehensiveHousingNeedsAssessmentReport/Comprehensive-Housing-Needs-Assessment.pdf>
- (u) *Crime Prevention Through Environmental Design* (May 2006)
https://legacy.winnipeg.ca/finance/findata/matmgt/documents/2014/201-2014_B/201-2014B_PA_Schedule_18-Appendices//Appendix%20R%20-%20CPTED%20Guiding%20Principles,%20City%20of%20Winnipeg,%20May%2020/Appendix_R_CPTED_Guiding_Principles.pdf
- (v) *Winnipeg Indigenous Accord* (2017)
<https://legacy.winnipeg.ca/indigenous/pdfs/CoW-Indigenous-Accord.pdf>

D4.4 The funds available for this Contract are a maximum of \$350,000.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“Fiscal Impact Analysis,”** means a projection of direct, current and public costs and revenues associated with residential or non-residential growth to the local jurisdiction(s) in which the growth is taking place;
- (b) **“Supply Chain Disruption,”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C14.
- D7.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.

- D7.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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 Consulting Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

- D10.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their 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 \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D10.2.1 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.
- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D10.2(a) and D10.2(b).
- D10.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance 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 C4.4(a) 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 D10.9.
- D10.7 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.
- D10.8 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.
- D10.9 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) the Safe Work Plan specified in D9; and
 - (iii) evidence of the insurance specified in D10.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D16.1
- D11.3 The City intends to award this Contract by October 12, 2023.

- (a) If the actual date of award is later than the intended date, the dates specified for Commencement and Critical Stages will be adjusted by the difference between the aforementioned intended and actual dates.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) The Project will commence no later than October 20, 2023
 - (b) Delivery of items stated in D4.1 no later than December 31, 2024.

D13. SUPPLY CHAIN DISRUPTIONSCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D13.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D13.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

D14. PUBLIC ENGAGEMENT

- D14.1 This project includes engaging the public as well as targeted engagement with internal stakeholders (City of Winnipeg departments) and external stakeholders (community organizations, landowners, etc). External stakeholders, determined through a stakeholder mapping exercise, will include:
 - (a) Property owners and commercial tenants;
 - (b) Community groups, organizations and Associations; and
 - (c) Key real estate developers.
- D14.2 The Consultant shall work collaboratively with the Office of Public Engagement.
- D14.3 The Consultant shall host various meetings with the project team to discuss stakeholder engagement activities throughout the duration of the project, including:
 - (a) An initial meeting, following the project kick-off meeting, to discuss the draft engagement strategy in detail;

- (b) A meeting prior to each engagement phase to discuss materials in detail;
- (c) A meeting following each engagement phase to discuss feedback and evaluate whether the phase meets the objectives.

- D14.4 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- D14.4.1 All public materials must be posted online two (2) weeks prior to an in-person event. Meeting invitees shall be provided two (2) weeks advance notice.
- D14.4.2 The anticipated review period for materials will be minimum three (3) weeks prior to posting. The review timeline can only be upheld if materials reflect engagement requirements and are free from errors.
- D14.5 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events.

Engagement Deliverables

- D14.6 The Consultant shall develop and provide the following deliverables in accordance with the City of Winnipeg's public engagement requirements.
<https://legacy.winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) an engagement strategy that clearly identifies:
 - (i) the public's role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (iv) how input will be considered and incorporated where possible.
 - (b) A promotion and notification plan for each engagement phase (which includes context-specific ways of reaching the intended audience, such as newspaper ads, community newsletters, postcards, emails, letters, etc);
 - (c) Stakeholder engagement opportunities;
 - (d) Public engagement opportunities (targeted at community members);
 - (e) Web content and regular web content updates;
 - (f) Newsletter content to send to project subscribers and stakeholders;
 - (g) An engagement summary report for each engagement phase that demonstrates what we heard and how feedback was incorporated and reflected using City of Winnipeg templates; and
 - (h) A communications log, kept up-to-date throughout the project.
- D14.7 The Consultant shall develop a stakeholder list based on research and information collected through a stakeholder mapping exercise.

Public & Stakeholder Engagement Expectations

- D14.8 The Consultant shall conduct a stakeholder mapping exercise (a process involving identifying individuals and groups and their interest in the project to ensure the project is reaching those who may need special outreach and/or support to engage) with known stakeholders at the beginning of the engagement planning.
- D14.9 The City will set up a project e-mail account and phone line. E-mails and voicemails will be forwarded to the Consultant for logging and response.

- D14.10 The Consultant will analyze feedback received through engagement activities to be included in the engagement summary reports. The summary reports will respond to feedback and explain if/how feedback was incorporated into the next stage of plan development.
- D14.11 The Consultant shall establish phases of engagement and explain how feedback leads to decision-making within each phase. The objectives of each phase will be met with appropriate engagement techniques.
- D14.12 This project may include aspects of capacity building where possible, which may include a community member coordinator on the project team, training community member greeters for public events, or other elements that demonstrate the project team is committed to less transactional ways of engaging.
- D14.13 The project will benefit from a creative approach to engaging the community. Incorporating techniques that reduce barriers to participation and encourage community members to get involved in a way that meets them where they are at is critical to reaching community members. This may include events that incorporate sharing food, or events that are incorporated into existing community events.
- D14.14 Materials must be written for the intended audience, including plain language on all materials intended for community members. The City will provide the Consultant with a communications plan which will provide the basis for web content and other information.
- D14.15 All qualitative feedback received throughout the project shall be coded and grouped into themes to establish patterns in the feedback which will then be reflected in the engagement summary reports.

Public & Stakeholder Engagement Outcomes

- D14.16 The execution of the public engagement plan will result in reaching the following objectives:
- (a) Participants have an understanding of opportunities and limitations of the project;
 - (b) Stakeholders learn from one another about concerns, priorities, and aspirations for enhancements;
 - (c) Stakeholders and the public recognize the need for a secondary plan and the outcomes of a secondary plan;
 - (d) Participants' perceptions of the area, and input into what they want to see are considered and incorporated into the secondary plan;
 - (e) Participants understand how their input was considered and incorporated (where possible) into the secondary plan; and
 - (f) Stakeholders and the public feel they have been heard throughout the process and believe community input was an important part of developing the secondary plan.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C11, the Consultant shall submit monthly invoices for work performed during the previous calendar month to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D17. DISPUTE RESOLUTION

D17.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D17.

D17.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D17.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D17.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.

- D17.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D17.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D17.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D17.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D18.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D18.2 Further to D18.1, in the event that the obligations in D18 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D18.3 For the purposes of D18:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D18.4 Modified Insurance Requirements
- D18.4.1 If not already required under the insurance requirements identified in D10, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D18.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D18.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D18.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D18.5 Indemnification By Consultant
- D18.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the

Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D18.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D18.5.3 in relation to this Contract or the Work.

D18.6 Records Retention and Audits

D18.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D18.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D18.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D18.7 Other Obligations

D18.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D18.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D18.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D18.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards

approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D18.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D18.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.