



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 906-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
AN OUR WINNIPEG FRAMEWORK FOR RESIDENTIAL GROWTH**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form P: Person Hours	1

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	4
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	6
B13. Disclosure	6
B14. Qualification	6
B15. Opening of Proposals and Release of Information	7
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	7
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	3

Submissions

D5. Authority to Carry on Business	7
D6. Insurance	7

Schedule of Services

D7. Commencement	8
------------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR AN OUR WINNIPEG FRAMEWORK FOR RESIDENTIAL GROWTH

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 13, 2017.

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

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

B3. ENQUIRIES

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

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7; and
 - (b) Form P: Person Hours 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 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

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

B7. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services. The combined Fee for Service for all phases and disbursements should not exceed \$250,000.

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

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B8.5 Notwithstanding 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.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in 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;

B10.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.

B10.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the

Consultants Representative, managers of the key disciplines and lead designers . Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- (a) Proposals shall specify:
 - (i) Confirmation of certified professional planners on the proposed project team with knowledge of land use planning policy.
 - (ii) Confirmation of certified professional engineers on the proposed project team.
 - (iii) Any other professional designations as deemed to be relevant to the scope of work.

B10.5 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 requirements;
- (b) the team's ability to identify development constraints and offer solutions
- (c) the team's ability to assess market/real estate conditions;
- (d) the team's understanding of weighted decision-making;
- (e) the team's understanding of scenario development;
- (f) the team's understanding of municipal servicing/engineering;
- (g) the team's understanding of land development;
- (h) the team's understanding of development/official plan policy;
- (i) the team's graphic design capabilities;
- (j) the proposed Project budget;
- (k) the City's Project methodology with respect to the information provided within this RFP; and
- (l) any other issue that conveys your team's understanding of the Project requirements.

B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.5.
- B11.7 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during 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 Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. QUALIFICATION

- B14.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and

- (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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

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

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

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

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised 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).

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

B16. IRREVOCABLE OFFER

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

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

B17. WITHDRAWAL OF OFFERS

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

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

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

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

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and

- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

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

B18. INTERVIEWS

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

B19. NEGOTIATIONS

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

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

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

B20. EVALUATION OF PROPOSALS

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

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: | (pass/fail) |
| (c) Fees; (Section B) | 20% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) Project Understanding and Methodology (Section E) | 35% |
| (g) Project Schedule. (Section F) | 5% |

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

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

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

- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B21.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Michael Pyl

Telephone No. 204 986-5595

Email Address: mpyl@winnipeg.ca

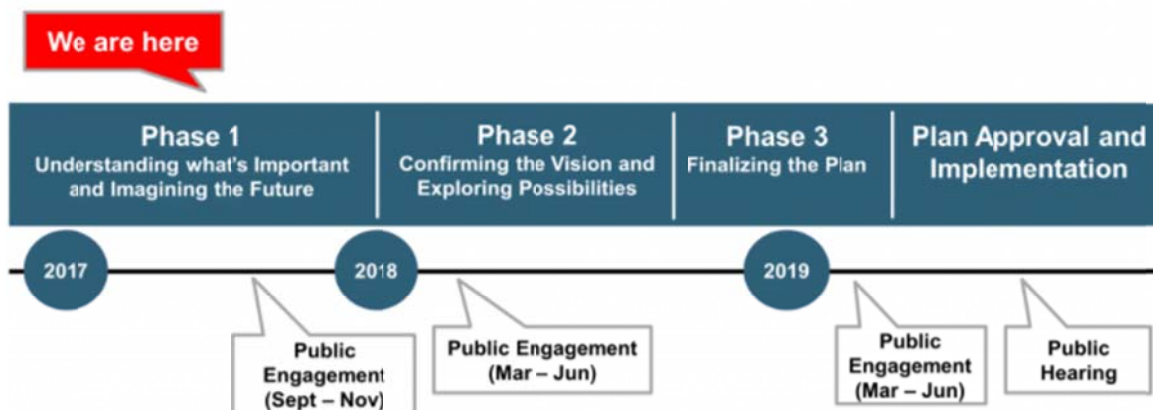
D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.10.

D3. BACKGROUND

D3.1 Development plan review

- (a) As per Section 226(1) of the City of Winnipeg Charter, Council must begin a review of its development plan at least once within five years after each re-adoption or replacement of the plan. In 2016, the City of Winnipeg informed the Province of Manitoba that it officially commenced its review of *OurWinnipeg*, the City's development plan, as is legally required.
- (b) The City of Winnipeg publicly launched its review in September 2017, utilizing the website SpeakUpWinnipeg.com as the online hub for the review process. It will carry out its review in three phases as illustrated below. It intends on submitting a final plan for Council adoption in 2019.



D3.2 Complete Communities Direction Strategy

- (a) The Complete Communities Direction Strategy is one of four direction strategies supporting *OurWinnipeg* and has statutory authority as a city-wide secondary plan. *OurWinnipeg* delegates most of its policies related to land use and development to this plan.

- (b) Complete Communities' Urban Structure articulates the City's existing land use and development objectives. It identifies specific areas that are best suited to accommodate growth and change and identifies them as Transformative Areas. These are Downtown, Mixed Use Centres, Mixed Use Corridors, Major Redevelopment Sites, and New Communities. Complete Communities anticipates that these areas will accommodate the bulk of the City's future growth. Aside from Transformative Areas,

D3.3 City of Winnipeg Population, Housing, and Economic Forecast

- (a) In August 2016, the City of Winnipeg published its [Population, Housing, and Economic Forecast](#) to provide a common basis from which decisions can be made. This was based on forecasts purchased by the Conference Board of Canada.
- (b) This document forecasts the population of Winnipeg to grow from around 718,400 people in 2015 to around 922,600 by 2040, an increase of over 200,000 people. These individuals will continue to seek housing, maintaining current growth in housing demand; however, aging baby boomers and changing affordability will result in more multiple dwellings being built than single-detached.
- (c) This forecast will serve as the foundation upon which this study will be undertaken.

D3.4 Planning and Land Use Model (PLUM)

- (a) The [Planning and Land Use Model \(PLUM\)](#), developed and maintained by WhatIf Technologies, is used by the City of Winnipeg for transportation modeling purposes. It divides the city into over 1,200 traffic zones and allocates population, dwellings, and jobs over a given time period. It is used to test the transportation impacts of different development scenarios.
- (b) PLUM was used for scenario development in the 2011 Transportation Master Plan.

D3.5 Employment and Commercial Lands Study

- (a) In Spring 2017, the City of Winnipeg engaged a consulting team led by Watson & Associates Economists Ltd. (RFP No. 1031-2016) to carry out an [Employment and Commercial Lands Study](#). This study will review Winnipeg's designated employment and commercial land to make sure there is enough to accommodate long-term demand. It will also assess the impacts of recent economic trends for the city and area, and show how these trends will affect employment over the medium-to-long term.
- (b) This study is happening in two parts. Part One includes an assessment to help figure out whether enough land is designated and available to accommodate expected growth. Part Two will look at the City's existing policies and give recommendations based on the results of the Part One analysis, a review of what other cities are doing, and stakeholder feedback.
- (c) This study is expected to be complete by the end of 2017.

D3.6 Residential land monitoring

- (a) Over the last several years, the Urban Planning Division has been tracking residential land development patterns, including its location and its supply of greenfield residential land. This work will inform this study by establishing a baseline understanding.

D3.7 Winnipeg Pedestrian and Cycling Strategies

- (a) In 2015, Council adopted the [Winnipeg Pedestrian and Cycling Strategies](#) to establish directions for walking and cycling policies, infrastructure, and programs over the next 20 years.
- (b) Section 2.6 of the final report includes analysis of the city's walking and cycling network, including a spatial analysis of walking and cycling potential, which may be of use for tasks described in Section D4.5.

D3.8 Impact Fee

- (a) On October 26, 2017, Council passed the Impact Fee By-law No. 127/2016 to impose fees on new development to assist with the costs associated with accommodating and managing growth and development.
- (b) The impact fee is being phased in over a period of three years. During the initial phase, it will only apply to new residential development in New and Emerging Communities, while a working group comprised of elected officials, city administrative staff, and industry and community stakeholders is being established to advise on the fee's implementation over the three-year phase-in period.
- (c) Hemson Consulting Ltd. contributed to the development of the fee. A [technical report](#) they prepared may be relevant to this study.

D4. SCOPE OF SERVICES

D4.1 Study purpose

- (a) With the City of Winnipeg forecast to grow by over 200,000 people by 2040, the OurWinnipeg Framework for Residential Growth will prescribe how the City can best accommodate this growth. The findings of this study will be integrated as policy into OurWinnipeg.

D4.2 Study goals

- (a) To facilitate the responsible management of land within the City of Winnipeg.
- (b) To understand the opportunities and constraints of all potential residential and mixed use growth areas.
- (c) To maximize the City's return on the investments it will need to make to accommodate growth over the next 20 years.
- (d) To leverage growth to achieve City-wide goals and objectives.
- (e) To ensure that the updated OurWinnipeg will be based on sound data and analysis.
- (f) To achieve cross-departmental integration.

D4.3 Study areas

- (a) Study areas shall include Corridors, different areas of Downtown, designated greenfield areas, and designated Major Redevelopment Sites and should reflect all of the major areas that may accommodate residential and mixed use growth over a 20-year time horizon. The identification of these areas will be informed by the Transformative Areas identified in the Complete Communities Direction Strategy (see D3.2). Other potential Major Redevelopment Sites and greenfield areas may also be added as per the Project Manager. The specific study areas will be identified in confirming the work plan.

D4.4 Summary of tasks

- (a) The tasks required of the successful proponent are broken down into three phases.
- (b) First, the successful proponent will gauge the development opportunities and constraints of every study area. Phase 1 will have the successful proponent develop weighted, evaluative criteria to establish relative priorities for City investment. It will also determine how a prioritization exercise will occur, including what data and inputs will be used to evaluate the selected criteria.
- (c) Phase 2 will see the proponent carry out the analysis based on the framework established in Phase 1.
- (d) Phase 3 will see the proponent convert the study area priorities into a framework for residential growth that will be embedded into the updated development plan. This will be guided by two main questions – where should residential growth occur, and how can a preferred growth scenario be implemented through policy and other City investments?
- (e) Appropriate City departments will be compiling servicing-related information (water, wastewater, land drainage, and transportation) to serve as inputs to the Phase 1

prioritization process. The successful proponent will review this work prior to its completion in Spring 2018 in order to maximize its effectiveness.

D4.5 Description of Phase 1 and Phase 2 tasks

- (a) Together, Phases 1 and 2 will gauge the development opportunities and constraints of every study area in order to establish relative priorities for City investment.
- (b) In Phase 1 the successful proponent will develop a framework to evaluate all study areas. Potential criteria will be identified from consultation inputs received by the City from Phase 1 of the OurWinnipeg review (see Section D3.1), existing development plan policies, and Best Practices. Prioritization criteria will be selected and weighted through consultation with stakeholders and City of Winnipeg senior management. This process will also tie in to Phase 2 of the OurWinnipeg review to engage the public. Of note is that criteria may differ between infill and greenfield areas.
- (c) The following are examples of criteria that could be considered for prioritization:
 - (i) Market readiness
 - (ii) Development potential
 - (iii) Quality of Transit service
 - (iv) Walkability
 - (v) Environmental sustainability
 - (vi) Social equity
 - (vii) Level of known servicing information versus necessary future analysis
 - (viii) Level of additional City investment required to enable development, including large-scale infrastructure investments such as new regional roads, interceptor sewers, feeder mains, and/or land drainage facilities, required local area planning processes, and public realm improvements.
- (d) The successful proponent will describe what data and other inputs will be used to select and weight the evaluative criteria. Quantitative, measurable metrics and established indicators should be used as much as possible.
- (e) During Phase 1 consultations, the proponent will also investigate development constraints with industry including, but not limited to, servicing-related constraints, such as building to less combustible construction standards in areas of reduced water pressure and building in combined sewer areas.
- (f) The project will check in with senior management at the end of Phase 1. It would not be expected that a non-local consultant travel for this meeting. However, they may be expected to participate via conference call.
- (g) Once the prioritization criteria and their weightings have been determined, the proponent will carry out the analysis of every study area in Phase 2. At the end of this phase, all study areas should be ranked either sequentially or in tiers based on their Phase 1/2 scores. The proponent shall consider whether to rank study areas together or broken out separately into greenfield and infill areas, or alternatively by Transformative Area. Consultation is not expected to be required in this phase.
- (h) Identifying the relative priorities of different infill areas will be used to help inform potential future incentive programs, and help direct City investments in local area planning initiatives, future engineering studies, and infrastructure improvements. However, in addition to these objectives, greenfield priorities will help inform potential phasing policies in a new OurWinnipeg.
- (i) The Urban Planning Division has reviewed a number of planning processes from other cities. It is recommended that proponents review the City of Calgary's [Framework for Growth and Change](#) and the City of Denver's [Transit-Oriented Denver](#) in developing their methodology, as it is felt that both offer potential models for an analytical framework.

D4.6 Description of Phase 3 tasks

- (a) Phase 3 will see the proponent translate the list of priorities developed in Phases 1 and 2 into development plan policy. This will be guided by two main questions – how should residential growth be accommodated, and how can a preferred growth scenario be implemented through policy?
- (b) Determining where 20 years of residential growth should be accommodated is dependent on a number of variables, namely the densities to which different areas are built out, and the extent to which infill areas can absorb new growth. With respect to the latter, the proponent shall gauge how much growth could be reasonably expected to be accommodated in different areas and consider what the City could do to set conditions for market readiness. The successful proponent shall consider numerous possible permutations of these variables in developing a preferred growth scenario that will be embedded in the new development plan.
- (c) The second question of Phase 3 will prescribe how to implement the preferred growth scenario. There will be two main components to this implementation plan. The first will focus on City investments, which will include both infrastructure investments (including potential public realm improvements where appropriate) as well as other resources such as servicing studies and local area planning. The proponent will advise on both the recommended timing of these investments and high-level estimated costs.
- (d) The second component of this question will advise on how the preferred growth scenario can be implemented through policy tools. At minimum, this should consider potential phasing policies, land supply targets, minimum densities, and the use of cost-benefit analyses. It should also advise on how planning (development application approvals and local area planning) can be better integrated with Capital Budget planning as well as recommendations for intra-organizational alignment where appropriate to ensure all City operations are best aligned to support the preferred growth scenario. This work will significantly inform new OurWinnipeg policies.
- (e) The two main questions of Phase 3 should not be addressed sequentially, but iteratively. Different growth permutations may require different implementation strategies.
- (f) The proponent shall engage the development industry and senior management on the two main Phase 3 questions. The proponent should also consider how the public might be engaged on these items.

D4.7 Deliverables

- (a) At the end of Phase 1, the successful proponent shall prepare a memo describing the prioritization criteria selected, their weightings, and the inputs that will be used to analyze them. This will form the basis for the senior management check-in described in D4.5(e).
- (b) At the end of Phase 2, the proponent shall prepare a report summarizing the results of the prioritization analysis.
- (c) Finally, the proponent shall prepare a report summarizing the results of Phase 3.
- (d) Both Phase 1 and Phase 2 reports will be expected to convey complex analysis in a way that is easy to understand and graphically appealing.
- (e) The successful proponent will also be responsible for producing other deliverables including:
 - (i) Confirmation of a work plan to be developed in consultation with the Project Manager.
 - (ii) All stakeholder engagement materials.
 - (iii) Regular progress reports submitted to the Project Manager.

D4.8 Timing considerations

- (a) In certain instances the timing of this project will be driven by a strict schedule of stakeholder and public consultation milestones. These include:
 - (i) Phase 1 consultation regarding the identification and weighting of prioritization criteria should occur during a multi-week period around May 2018.

- (ii) Phase 3 consultation will need to occur during a four-week period in November 2018. There is no flexibility in regards to this consultation period given a municipal election in October and standard practice to avoid consulting in December.
- (b) In early 2019, the City of Winnipeg intends on presenting a draft development plan for public and stakeholder consultation. The preferred growth scenario and recommended implementation tools shall be reflected in this draft plan.
- (c) Note that all public consultation material will need to be submitted for review to the City's Office of Public Engagement a minimum of four weeks in advance of the anticipated consultation event.
- (d) Note that there will be a municipal election held in October 2018. No stakeholder engagement activities shall occur during that month.

D4.9 Public and stakeholder engagement considerations

- (a) While material will be developed by the successful proponent, all project engagement activities will be integrated into the broader OurWinnipeg process via the Project Manager.
- (b) All public engagement activities will be directed by the Urban Planning Division, while the successful proponent will deliver engagement activities with the development industry.
- (c) SpeakUpWinnipeg.com will be used as the platform for all online engagement activities.

D4.10 Required skills

- (a) The successful proponent shall be able to demonstrate experience and ability with the following:
 - (i) Weighted decision-making
 - (ii) An ability to identify the development constraints of underperforming infill areas, a familiarity with various development incentives (including but not limited to placemaking), and an ability to marry the two
 - (iii) An ability to assess market/real estate conditions, specifically the readiness of residential, commercial, and mixed use development within study areas.
 - (iv) Stakeholder consultation
 - (v) Municipal servicing/engineering
 - (vi) An ability to assign costs to City expenditures and investments
 - (vii) Land development
 - (viii) Scenario development
 - (ix) Development/official plan policy
 - (x) Graphic design
- (b) The proposed work demands a number of different skillsets that may not be possessed by a single firm. It is likely that the successful proponent will be comprised of a team of complimentary firms.

D4.11 Project governance considerations

- (a) The successful proponent shall be responsible for finalizing a work plan in consultation with the Project Manager prior to beginning work on the rest of the study. This work plan will identify a list of anticipated activities, key milestones, and meetings with the Project Manager.
- (b) The successful proponent shall be responsible for providing regular progress reports to the Project Manager at points outlined and agreed upon in the work plan or at the request of the Project Manager.
- (c) A successful proponent based outside of Winnipeg will likely need to travel to the city on a number of occasions. The number of visits, and the purpose of each visit, will be determined through the development of the work plan.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D6. INSURANCE

D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D6.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate.

D6.2.1 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.

D6.3 The policies required in D6.2(a) shall provide that the City of Winnipeg, and Manitoba, its officers, employees, and Agents are to be added as Additional Insureds thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D6.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D6.2(a) and D6.2(c).

D6.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified

in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D6.8.

- D6.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D6.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D6.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D7. COMMENCEMENT

- D7.1 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.
- D7.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the insurance specified in D6;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D7.3 The City intends to award this Contract by January 19, 2018.