

**THE CITY OF EDMONTON**  
**DESIGN-BUILD AGREEMENT**  
**CAPITAL LINE SOUTH LRT EXTENSION**

***Schedule 12***  
***Communications and Engagement***

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## SCHEDULE 12

### COMMUNICATIONS AND ENGAGEMENT

#### 1. COMMUNICATIONS AND ENGAGEMENT CONTEXT

##### 1.1 Purpose of Schedule

This Schedule sets out the City's and Design-Builder's respective obligations regarding communications and engagement activities during the Construction Period in respect of the Project, including their roles and responsibilities in the design, delivery and evaluation of these activities.

Design-Builder is the City's and its Stakeholders' primary source of information with respect to all matters within Design-Builder's scope in this Project. Throughout the Construction Period, Design-Builder is expected to anticipate matters related to the Project which may be of interest or concern to Stakeholders, and to proactively organize and disseminate this information in accordance with this Schedule so as to permit the Parties to perform their obligations outlined in this Schedule.

##### 1.2 Intent and Outcomes

The delivery of effective communications and engagement supports the overall success of the Project. Design-Builder will work in collaboration and in partnership with the City to fulfill the requirements contained within this Schedule.

The communications and engagement activities described in this Schedule include, but are not limited to, the following:

- (a) ensuring communications and engagement strategies, plans, materials and products reflect and support the City's stated priorities and the spirit of the City's "City Plan", available on the City's website;
- (b) building Stakeholders' trust and confidence in the value of capital infrastructure projects and in the City's ability to deliver infrastructure projects;
- (c) building Stakeholders' trust and confidence in the City's transit system, LRT expansion plans, and the safe and reliable operations of the system;
- (d) fostering Stakeholders' awareness and understanding about the value, benefits, impacts, schedule, progress, changes and day-to-day Design and Construction of the Project;
- (e) developing an understanding of and appreciation for Project impacts on Stakeholders and working to minimize and/or mitigate those impacts as much as possible;
- (f) fostering and maintaining positive relationships with Stakeholders;
- (g) engaging with, and advising, impacted Stakeholders on any substantive changes to the Design and any significant impacts on Construction; and
- (h) ensuring Stakeholders have appropriate opportunities to provide feedback on significant changes to previous Design-Builder commitments or other relevant decisions, and that this feedback is considered, as appropriate, in a timely and responsible manner.

## 2. REQUIREMENTS

### 2.1 General Obligations

Design-Builder shall, in performing its obligations and activities pursuant to this Schedule, be required to:

- (a) conduct communications activities for the Project throughout the Construction Period;
- (b) work in collaboration and in good partnership with the City;
- (c) ensure that with regards to all communications activities undertaken by Design-Builder:
  - (i) the activities shall, if advertised, be described as City activities or, at the discretion of the City, as joint City/Design-Builder activities or Design-Builder activities; and
  - (ii) it is made clear to Stakeholders that such public communications and engagement activities are undertaken for and on behalf of the City.
- (d) ensure all public-facing communications materials are kept up-to-date as Project details evolve or change;
- (e) adhere to current City policies, directives and codes including, but not limited to the: *Communications Directive (A1446A)* and *Public Engagement Policy (C593)*;
- (f) use current City communications and marketing templates as directed by the City;
- (g) develop draft templates for review and Acceptance by the City, or use templates as directed by the City;
- (h) adhere to the City's brand in all public-facing communications, including the following:
  - (i) Capital Line South LRT Extension Design and Construction will be presented as a City project or, at the discretion of the City, as a joint City/Design-Builder project.
  - (ii) All communications must meet the City's "Visual Identity Standards" (September 2022), which is available on the City's website.
  - (iii) Design-Builder will use the visual identity standards for all Project-related Communications.
  - (iv) Design-Builder shall use the requirements outlined within the "Capital Line South Extension LRT City Public Communications Design Guidelines" (available as Disclosed Data) for signage and hoarding/fencing requirements, in accordance with Section 3.3 [*Construction Signage and Hoarding/Fencing Requirements*].
- (i) ensure all video and photography subjects sign the City's model release form;
- (j) adhere to Canadian Press style guidelines;
- (k) provide the City with access to the Site pursuant to and in accordance with Section 3.7 [*Special Events*] for the purposes of communications and engagement activities, including for special events, media events, site tours, Indigenous engagement/site monitoring, and the capturing of photography/video;

- (l) provide the City with access to Design-Builder personnel, Project information or other support to enable the City to develop and implement communications, marketing and engagement plans, strategies and activities for the Project;
- (m) be responsible for integrating its own Design-Builder Communications Team with Design-Builder's leadership, its wider technical teams and any other relevant personnel so the Communications Team is well-informed about the Design and Construction of the Project and is able to effectively meet the requirements of this Schedule; and
- (n) ensure all communications activities are coordinated with the City and aligned with the City's broader communications, marketing and engagement strategies, including those related to city-building, public transit, infrastructure, LRT expansion and renewal, business relations, safety and construction by working in an integrated and collaborative manner with the City.

### **3. SCOPE OF WORK FOR COMMUNICATIONS AND ENGAGEMENT**

#### **3.1 Communications and Engagement Services - General**

For the purposes of this Schedule, communications is a strategic approach to developing, implementing and evaluating communications strategies, plans, processes, activities, tools and tactics in order to build mutually beneficial relationships with Stakeholders. This includes, but is not limited to: media relations, stakeholder relations, inquiry management, issues management, crisis communications, public events, marketing, advertising, social media, photography and graphic design.

Design-Builder will be required to:

- (a) support the City to proactively deliver communications to Stakeholders regarding Design and Construction of the Project in a timely, transparent and effective manner through multiple digital and traditional communications channels;
- (b) establish and maintain relationships with, share information with and seek feedback from Stakeholders to improve awareness of the impacts on Stakeholders relating to the Design and Construction of the Project, including schedule and progress;
- (c) work with the City in an integrated and respectful manner to address Stakeholder concerns and issues related to the Project;
- (d) support the City in its communications, marketing and engagement efforts related to the Project; and
- (e) support the City to develop communications strategies, plans, tools, tactics and other products as required by this Schedule.

#### **3.2 Design and Construction Communications Services**

- (a) Design-Builder and the City will share responsibility for communicating the Project's Design and Construction schedules, progress and milestones. Specifically:

- (i) subject to Section 3.2(a)(iii) below, Design-Builder shall share relevant day-to-day information about the Project's schedule, progress and milestones to the City with sufficient advanced notice for the City to prepare communication materials;
  - (ii) the City shall be responsible for leading communications with respect to construction activities and major milestones (as determined by the City), with Design-Builder support. The Design-builder shall be responsible for leading Stakeholder communications with respect to construction activities that impact individual private properties; and
  - (iii) the City reserves the right to lead or support communications at its discretion.
- (b) The City will be responsible for communicating day-to-day Design and Construction activities and their associated impacts to relevant Stakeholders, including:
- (i) bridge closures;
  - (ii) lane/road, sidewalk, alley and SUP restrictions or closures for all affected transportation modes (including motorists, cyclists and pedestrians);
  - (iii) trail disruptions for all affected transportation modes;
  - (iv) permanent changes that impact Stakeholders' interactions with Existing Infrastructure;
  - (v) building deconstruction;
  - (vi) public art removal and storage;
  - (vii) potential noise, vibration, dust and air quality impacts, and the mitigation controls to be undertaken;
  - (viii) construction vehicle traffic activities;
  - (ix) work that occurs outside the hours of 7 a.m. to 9 p.m. during weekdays;
  - (x) work that occurs during weekends or statutory holidays;
  - (xi) tree and vegetation protections, removals, prunings or related work on City Lands;
  - (xii) any environmental mitigation measures as required by Schedule 10 [*Environmental Performance Requirements*];
  - (xiii) temporary disruption of Utility, City or other government services;
  - (xiv) testing and commissioning of the Infrastructure;
  - (xv) Utility relocations; and
  - (xvi) other similar impacts.
- (c) Design-Builder will be responsible for communicating Design and Construction activities and their associated impacts to relevant private property Stakeholders, include:

- (i) permanent access closures onto private property;
  - (ii) temporary access changes to residential properties, businesses and organizations;
  - (iii) access onto and use of private property;
  - (iv) Property Fence removals/replacements/installations;
  - (v) tree and vegetation protections, removals, prunings or related work on private property;
  - (vi) salvage opportunities that could be of interest to Stakeholders; and
  - (vii) other similar impacts.
- (d) Design-Builder communications must:
- (i) be easy to understand, be written in plain language without jargon or spelling errors and be accompanied by images to illustrate impacts when appropriate;
  - (ii) at minimum, accurately describe the activity by outlining who is doing the work, of what the work consists, any associated impacts to Stakeholders, applicable detour or mitigation information, when, where and why the work is happening and the duration of the activity and/or disruption;
  - (iii) be tailored for the audience being targeted and the medium being used to target such audience; and
  - (iv) use multiple digital and traditional communications channels to effectively target impacted Stakeholders;
    - (A) this work should be in addition to the City Review and Public Notification Period requirements outlined in Schedule 5 *[D&C Performance Requirements]*; and
    - (B) this work should be in addition to leveraging the City's overall Project website and/or webpages, in accordance with Section 3.4 *[Project Website and Construction Website]*.
- (e) Design-Builder is responsible for providing sufficient notice about day-to-day Design and Construction activities and their associated impacts to relevant Stakeholders in advance of the start of each activity. To that end:
- (i) notification requirements for certain activities are described in Section 1-5.2.11 *[City Review and Public Notification Period]* of Schedule 5 *[D&C Performance Requirements]*;
    - (A) for each such activity, Design-Builder will submit a draft construction bulletin the City, and any other draft plans or materials necessary to communicate the activity to Stakeholders, as part of the Traffic Accommodation Request (TAR) submission package. The bulletin must meet City template standards; and

(B) if Construction impacts significantly change from the Accepted TAR or initial communications with Stakeholders, additional communications are required to inform impacted Stakeholders of the reason for the change, any planned or ongoing mitigations, an updated duration of the impacts, if applicable, and any other information that would be meaningful to Stakeholders;

(ii) Design-Builder is also responsible for providing advance notification of the following activities outside of the TAR submission process outlined in Section 1-5.2.11 [City Review and Public Notification Period] of Schedule 5 [D&C Performance Requirements] within the following timelines:

<b>Construction Impact Type</b>	<b>Advance Notice to City</b>
Bridge closure	20 Business Days
Road closure	10 Business Days
Lane closure	5 Business Days
Permanent access closure (physical closure)	30 Business Days
Private property tree/vegetation protection, removals, pruning or related work	10 Business Days
Access to private property	5 Business Days
Deconstruction of facilities	5 Business Days
Public property tree/vegetation protection, removals, prunings or related work	10 Business Days
Trail disruptions for all affected transportation modes	5 Business Days
Noise, vibration, dust, air quality disturbances	5 Business Days
Night or weekend work	5 Business Days
Environmental mitigation measures	5 Business Days

Public Art removal and storage	5 Business Days
Recoverable items/salvage that could reasonably be expected to be of interest to Stakeholders	5 Business Days
Temporary disruption of Utility, City or other government services	5 Business Days
Testing and commissioning activities	5 Business Days
Utility relocations	5 Business Days

### 3.3 Construction Signage and Hoarding/Fencing Enhancements

- (a) Design-Builder will be responsible for designing, constructing, installing, maintaining and updating construction signage, and visual enhancements to hoarding/fencing, including:
  - (i) visual enhancements to construction signage and hoarding/fencing in Pedestrian Priority Zones (PPZ) in accordance with this Schedule and Section 1-8.3 [*Temporary Barriers and Enclosures*] of Schedule 5 [*D&C Performance Requirements*], provided, however, that:
    - (A) the City may require Design-Builder to temporarily remove and store portions of the hoarding/fencing enhancements for a determined period of time so the City may use that space for other City initiatives, including special events, marketing or Stakeholder Relations initiatives. Design-Builder will be required to reinstall the stored enhancements on the hoarding/fencing once that determined period is over; and
    - (B) in cases where the City determines that enhanced hoarding/fencing is not required within a PPZ, the City reserves the right to require Design-Builder to install enhanced hoarding/fencing in an area of an equivalent size elsewhere along the alignment;
  - (ii) wayfinding, multimodal movement and “open for business” signage. Design-Builder will install this signage where Construction activities impede or obstruct access to businesses or organizations, pedestrian or other multimodal movements before said Construction activities begin.
- (b) Construction signage and hoarding/fencing enhancements will be in compliance with the “Capital Line South Extension LRT City Public Communications Design Guidelines” (available as Disclosed Data):

- (i) for enhanced fencing, Design-Builder will use mesh banners and lightweight Coroplast signs or another similar material agreed by the City; and
  - (ii) for hoarding structures, Design-Builder will use vinyl printed on MDO plywood or other similar materials agreed by the City, to be installed and built into a frame around the Construction Site. An anti-graffiti coating should also be applied to these structures.
- (c) Construction signage and hoarding/fencing enhancements shall be well-maintained and kept free from graffiti, vandalism or other signs of damage. Any vandalism or other damage shall be repaired within five Business Days of occurrence at Design-Builder's cost.
- (d) Design-Builder will inspect the signage, hoarding/fencing not less than monthly to ensure they are well-maintained and free of damage and that any communications content on those items is up-to-date.

### **3.4 Project Website**

- (a) The City will retain ownership of an overall Project website and will be responsible for updating content.
- (b) Design-Builder will support the City's overall Project website by:
- (i) providing the City with timely, thorough and easy-to-understand information about Design and Construction activities, schedules, Project status, milestones, and Design-Builder communications activities and materials; and
  - (ii) leveraging the City's Project website as a tool through which the requirements of Section 3.2 [*Design and Construction Communications Services*] can be facilitated.

### **3.5 Social Media**

- (a) The City will use its own social media channels to communicate with Stakeholders regarding the overall Project Design and Construction or other information it deems appropriate.
- (b) Design-Builder will:
- (i) Provide messaging to support the City in responding to inquiries and feedback related to the day-to-day Design and Construction of the Project that are received through their social media accounts;
  - (ii) support the City's communications efforts by providing information in regards to Design and Construction, schedule, milestones and other activities to share via the City's social media channels.
- (c) None of Design-Builder or any Design-Builder Person will share any posts relating to the Project, the Design-Build Agreement or the City on their own social media accounts or websites without the prior review, Acceptance and consent of the City.

### **3.6 Media Relations**

- (a) The City will lead media relations activities related to the overall Project, with support from the Design-Builder. If a media inquiry is related to the Design and Construction of the Project, the City, at its discretion, may delegate the Design-Builder to lead the media response. All Design-Builder media responses must be reviewed and Accepted by the City prior to release.
- (b) Design-Builder will support the City with media relations activities for the Project, including by:
  - (i) immediately informing the City of any media inquiries or interview requests that Design-Builder receives;
  - (ii) ensuring that all Design-Builder Persons and any subcontractors are trained to notify the City of any media requests or inquiries and are in compliance with this training;
  - (iii) providing the City with timely, thorough and easy-to-understand Project information and communications materials necessary to support media relations activities for the Project. To that end:
    - (A) for proactive media relations activities, Design-Builder will be required to provide the above-mentioned support to the City no later than five Business Days following written request by the City, unless otherwise directed by the City.
    - (B) for reactive media relations activities, including media inquiries, Design-Builder will be required to provide the above-mentioned support to the City as soon as possible and within the same Business Day, unless otherwise directed by the City.
  - (iv) providing the necessary Design-Builder Persons to support media relations activities for the Project;
  - (v) responding to media inquiries only as directed by the City. In these cases, Design-Builder will work with the City to develop an appropriate response to the inquiry;
  - (vi) ensuring the availability at all times of a media-trained Design-Builder spokesperson who may be called upon to participate in media interviews and/or media events as directed by the City. To that end:
    - (A) Design-Builder spokespeople must be able to speak knowledgeably about the subject matter being discussed in said interviews and/or events, and be able to speak to the media in plain language; and
    - (B) All Design-Builder spokespeople must undergo media training to a standard deemed acceptable by both the City and Design-Builder.
- (c) No media releases, public announcements or any other public disclosures will be shared by the Design-Builder to the media relating to the Project, the Design-Build Agreement or the City without the prior review and consent of the City.

### **3.7 Special Events**

- (a) The City will lead special events for the Project, including tours of the Site and milestone celebrations with Stakeholders and/or the media.
- (b) Design-Builder will support the City by:
  - (i) collaborating with the City to develop, plan and coordinate the events;
  - (ii) proactively identifying milestones for the Project with sufficient notice for the City to effectively execute events in support of those milestones;
  - (iii) providing relevant and up-to-date content and Project information to support event planning and execution;
  - (iv) providing access to Communications Team staff, media spokesperson(s) and/or technical experts, as required by the City, in support of the planning and execution of special events;
  - (v) providing the City and special event invitees with Site access in accordance with the Agreement; and
  - (vi) preparing the Site and any on-site Design-Builder and/or City personnel to accommodate special events, in terms of safety precautions, accessibility, aesthetics, event logistics and other considerations as directed by the City.

### **3.8 Inquiry Management**

- (a) The City and Design-Builder will share responsibility for inquiry management for the Project.
- (b) The City will act as the main point of contact for inquiries from Stakeholders about the overall Project and:
  - (i) manage inquiries that are received through City of Edmonton 311, the City's LRT Projects email and phone number, and through Design-Builder; and
  - (ii) direct any inquiries related to day-to-day Design and Construction to Design-Builder for response.
- (c) Design-Builder will act as the main point of contact for Project inquiries from Stakeholders related to day-to-day Design and Construction and, in connection therewith, Design-Builder shall:
  - (i) receive, manage, document and track Stakeholder inquiries in respect of the day-to-day Design and Construction of the Project. Design-Builder will respond to these inquiries within two Business Days and to facilitate same, Design-Builder will establish a local phone number (separate from the 24-hour hotline referred to in Section 7.3.4 [*Emergency Measures*] of Schedule 4 [*Design and Construction Protocols*]) and email address for the purposes of receiving and managing Stakeholder inquiries. The phone line must have a voicemail and include an automated message indicating hours of operation and expectations for response times and the email address will include an auto-reply message indicating response times;
  - (ii) respond to inquiries using City-approved messaging whenever possible;

- (iii) receive, manage, document and respond to Stakeholder inquiries of an emergency nature received through the 24-hour hotline referred to in Section 7.3.4 [*Emergency Measures*] of Schedule 4 [*Design and Construction Protocols*]. Design-Builder is also required to receive, manage, document and respond to Stakeholder inquiries that are mistakenly received by the 24-hour hotline when they are not an emergency. Those inquiries shall be managed as day-to-day Design and Construction inquiries;
- (iv) copy the City on all responses to Stakeholder inquiries;
- (v) direct any inquiries unrelated to the day-to-day Design and Construction of the Project to the City within the same Business Day;
- (vi) establish and maintain an Inquiry Register that will document and track all inquiries received and all responses provided by Design-Builder. The register shall be compatible with current City inquiry tracking systems; and
- (vii) support the City in the development of up-to-date Project Design and Construction information/scripts for City of Edmonton 311 operators' use, so as to enable them to appropriately respond to basic Project-related inquiries.

### 3.9 Crisis Communications

For purposes of this Schedule, Crisis Communications is defined as the communications response to a significant threat to the Project such as major safety failure or breach, loss of life, natural disaster, terrorist threat or attack, pandemic, or other such unexpected or unanticipated emergency. Responsibilities for Crisis Communications shall be allocated between Design-Builder and the City as set out in the following.

- (a) The City will lead Crisis Communications relating to the Project.
- (b) Design-Builder will support the City's Crisis Communications activities by providing timely, relevant and accurate Project information, personnel and technical experts as requested by the City, as well as Site access in accordance with this Agreement.
- (c) Design-Builder will respond to all Crisis Communications requests from the City as soon as possible within the same Business Day, unless otherwise directed by the City.

### 3.10 Issues Management

For purposes of this Schedule, "**Issues Management**" is defined as the practice of anticipating, identifying, tracking and managing potential problems, issues or trends that could reasonably be expected to adversely affect the Project's reputation and/or the City's brand or reputation, including those that present a significant risk to public safety or well-being, have a significant likelihood of news media attention or create the potential for senior members of the City's administrative staff, or City Council, to receive complaints. Responsibilities for Issues Management shall be allocated between Design-Builder and the City as set out in the following.

- (a) The City will lead and direct Issues Management relating to the Project.
- (b) Design-Builder will support the City with Issues Management as it relates to the day-to-day Design and Construction of the Project by:
  - (i) anticipating, identifying and informing the City of issues and trends in a timely and relevant manner;

- (ii) working with the City to understand and respond to issues and develop reasonable mitigations. To that end:
  - (A) the City may direct Design-Builder to propose possible mitigations for an issue. These mitigations will be assessed by the City to determine acceptability before they are enacted;
  - (B) in circumstances where an issue is of an emergency nature and mitigations must take place immediately or risk worsening the issue, Design-Builder may take reasonable steps to mitigate the issue immediately;
- (iii) providing timely, relevant and accurate Project information and/or personnel and technical experts as requested by the City for the purposes of understanding, addressing and mitigating issues; establishing and maintaining an issues register for tracking, addressing, and mitigating day-to-day Design and Construction issues related to the Project.

### **3.11 Stakeholder Relations**

For the purposes of this Schedule, Stakeholder Relations is defined as a set of processes and activities used by the City and Design-Builder to establish and maintain good relationships with Stakeholders for the Project, to share and seek information, understand impacts and develop possible mitigations. Responsibilities for Stakeholder Relations shall be allocated between City and Design-Builder as set out in the following.

- (a) The City and Design-Builder will share responsibility for Stakeholder Relations for the Stakeholders identified in Appendix 12B *[Stakeholders]*.
- (b) The City will be responsible for Stakeholder Relations in respect of the overall Project, with Design-Builder support. In that regard:
  - (i) the City has established relationships with Stakeholders for the Project, and will maintain these relationships and seek to establish relationships with any new Stakeholders.
- (c) Design-Builder will be responsible for Stakeholder Relations as it relates to day-to-day Design and Construction activities by:
  - (i) developing and implementing a day-to-day Design and Construction Stakeholder Relations program;
  - (ii) establishing and maintaining a comprehensive Stakeholder Register to document interactions, commitments and communications with Stakeholders;
  - (iii) establishing and maintaining positive and productive relationships with Stakeholders in relation to the day-to-day Design and Construction of the Project;
  - (iv) alerting the City to any new or previously unidentified Stakeholders it discovers;
  - (v) maintaining regular contact with Stakeholders affected by day-to-day Design and Construction activities;

- (vi) anticipating and identifying to the City as soon as possible any potential Stakeholder Relations issues that have the potential to adversely affect the City or the Project;
- (vii) working in an integrated fashion with Design-Builder leadership and technical teams as appropriate and with the City to understand, anticipate and respond to Stakeholder concerns, and develop reasonable mitigations;
- (viii) providing timely, relevant and accurate Project information and/or personnel and technical experts as requested by the City for the purposes of understanding, addressing and mitigating Stakeholder Relations issues;
- (ix) notifying the City of scheduled meetings with Stakeholders with sufficient notice so the City can participate at its discretion, and, to ensure consistent messaging and overall strategic alignment;
- (x) preparing and/or providing content for materials including display boards, information session discussion guides and fact sheets regarding day-to-day Design and Construction activities for the Project;
- (xi) participating in Stakeholder Relations activities such as public events or meetings as directed by the City and, specifically, with respect thereto:
  - (A) Design-Builder staff will support and attend City-led public events for the Project during the Construction Period;
  - (B) Design-Builder staff will support and attend City-led Stakeholder meetings during the Construction Period;
  - (C) Design-Builder staff at these events and meetings will include:
    - (1) Communications Team personnel, including Stakeholder Relations staff, with a broad knowledge of the Project; and
    - (2) technical personnel who are credible and knowledgeable about the Project and its impacts, able to communicate that knowledge to a lay-audience, and sensitive and responsive to the stakeholders' concerns;
  - (D) providing timely, relevant and accurate Project information, personnel and/or technical experts, and access to the Site in accordance with this Agreement; and
  - (E) complying with the Stakeholder requirements outlined in Section 1-4.1 [*Construction Constraints*] of Schedule 5 [*D&C Performance Requirements*].
- (d) The City reserves the right to lead or support any Stakeholder Relations activities at its discretion.

### **3.12 Community Advisory Committee**

The City has established a Community Advisory Committee (CAC) for the Capital Line LRT South Extension. This forum allows the City and committee members to share information about the Project's schedules, progress, milestones, activities and impacts throughout the lifecycle of the Project. The group

meets several times a year (at most five times each year) and is expected to meet with increased frequency (a minimum of one per quarter) once Design and Construction of the Project begins. The intent of this forum is to share information, along with potential concerns and not to debate the Design and Construction activities themselves. Responsibilities for CAC shall be allocated between the City and Design-Builder as set out in the following:

- (a) The City will maintain and lead relationships with the CAC during the Construction Period.
- (b) Design-Builder will support the City in relation to the CAC by:
  - (i) attending all meetings unless otherwise directed by the City. Design-Builder's representative(s) will be responsible for providing Design and Construction updates at CAC meetings and should be credible, knowledgeable about the Project and its impacts, be able to communicate that knowledge to a lay-audience, and be sensitive and responsive to the groups' concerns;
  - (ii) providing timely, relevant and accurate Project information and/or, personnel and technical experts as requested by the City; and
  - (iii) contributing to City materials that are needed for the CAC, including presentations and fact sheets.

### **3.13 Public Engagement**

The City values Public Engagement, which is defined as a set of processes and activities that allow for Stakeholders to provide input to support decision-making. The Project has undergone extensive Public Engagement to date, but further Public Engagement may be required during the Construction Period if the Design and/or Construction elements substantively differ from prior understanding of Project scope or expectations. Responsibilities for Public Engagement shall be allocated between the City and Design-Builder as set out in the following

- (a) The City will lead all Public Engagement for the Project.
- (b) Design-Builder will support the City's Public Engagement efforts by:
  - (i) identifying to the City any Design changes that arise through the detailed Design process that may substantively deviate from previous conceptual and preliminary Designs and/or may substantively adversely impact Stakeholders. These changes should be identified for the City as soon as possible and no later than 150 days prior to the change being implemented in order for the City to effectively implement any Public Engagement processes and activities for the Project;
  - (ii) identifying to the City any Construction means and methods that deviate from requirements of the Design-Build Agreement and will result in material unexpected impacts to Stakeholders.
  - (iii) supporting the development and implementation of the City's Public Engagement plans for the Project, including:
    - (A) providing timely, relevant and accurate Project information, content and/or materials; and

- (B) attending Public Engagement events and providing Communications Team staff, and technical personnel who are credible and knowledgeable about the Project and its impacts, and sensitive and responsive to Stakeholder concern.
- (iv) reviewing and responding to public input received through Public Engagement processes. Where the Public Engagement process is triggered by Design-Builder-initiated Design and/or Construction scope, public feedback and associated possible mitigations as provided by Design-Builder will be submitted to the City to determine acceptability.

### **3.14 Indigenous Engagement**

- (a) The City will lead engagement and Stakeholder Relations with Indigenous communities for the Project, which will include harvesting, ceremonies and site monitoring at Blackmud Creek River Valley with Indigenous Stakeholders, including those identified in Appendix 12A [*Indigenous Engagement Stakeholders*].
- (b) Design-Builder will support the City's engagement and relationships with Indigenous communities for the Project, including by:
  - (i) supporting the implementation of the City's Indigenous engagement and Stakeholder Relations program for the Project, including:
    - (A) providing timely, relevant and accurate Project information, content and materials as required by the City;
    - (B) providing access to Communications Team staff, media spokesperson(s) or technical experts, as required by the City;
    - (C) participating in Indigenous engagement and Stakeholder Relations activities, as directed by the City, and providing Project Persons, who are credible and knowledgeable about the Project and sensitive and responsive to Stakeholder concerns; and
    - (D) providing the City and special event invitees with Site access in accordance with the Agreement;
  - (ii) supporting the City's efforts by providing information and working in alignment with both Federal and Provincial jurisdictions on the Duty to Consult and/or Accommodate requirements, as well as the City's Memorandum of Understanding with the Enoch Cree Nation, Memorandum of Cooperation and Dialogue with the Confederacy of Treaty Six First Nations, and Memorandum of Shared Recognition and Cooperation with the Métis Nation of Alberta.

### **3.15 Evaluate**

Design-Builder will support the City's evaluation activities by providing data or information gathered by the Design-Builder throughout the project.

### **3.16 Technological Improvements**

Design-Builder shall monitor and keep up-to-date on all technological developments and improvements in the communications field which may provide a value-add or enhance Design-Builder's performance of its obligations under this Schedule.

Design-Builder may submit any such proposed development or improvement as a Change pursuant to, and subject to, Schedule 13 *[Changes]*. The City may periodically, at its discretion, require that Design-Builder investigate and/or incorporate certain technological improvements that the City has determined will have a beneficial effect on communications and public engagement activities pursuant to Schedule 13 *[Changes]*.

#### **4. COMMUNICATIONS TEAM**

##### **4.1 Communications Team Requirements**

Design-Builder will:

- (a) establish an integrated communications team (the “**Communications Team**”), including defining the roles and responsibilities for each team member and any third party that is anticipated or required to provide any aspect of the Design-Builder’s responsibilities in this Schedule;
- (b) provide a Communications Manager, in accordance with the requirements outlined in Appendix 26A *[Key Individuals Specific Mandatory Requirements]* of Schedule 26 *[Representatives and Key Individuals]* who will lead the Communications Team and act as a direct liaison between the Communications Team and the City;
- (c) ensure sufficient personnel to fulfill Design-Builder’s obligations in this Schedule;
- (d) minimize undue personnel changes and turn-over; and
- (e) ensure all personnel members will be present in Edmonton either on a full-time basis or at such times and for such durations as are necessary to fully carry out their respective roles and obligations.

##### **4.2 Communications and Engagement Working Group (CEWG)**

The City will establish and lead a Communications and Engagement Working Group (CEWG) between the City and Design-Builder not less than 20 Business Days after the Effective Date, which will be active throughout the Construction Period.

The CEWG will provide a formal forum for the Parties to meet and discuss all matters relating to planning and implementing communications and engagement activities during the Construction Period, including day-to-day Design and Construction activities, their progress and their impacts on Stakeholders.

In advance of the first biweekly CEWG meeting, a partnering session “kickoff meeting” will be organized between the City and Design-Builder communications teams to meet the team members involved, outline processes for working together, develop a zipper plan, and to manage expectations and alignment during the Construction Period.

- (a) A biweekly CEWG meeting:
  - (i) will provide a venue for:
    - (A) reporting by Design-Builder on the Project schedule, progress, upcoming milestones, and recent and upcoming day-to-day Design and Construction, and communications activities;

- (B) debriefing on the effectiveness of recent communications and Stakeholder Relations activities;
  - (C) identifying anticipated Project communications needs, upcoming milestones and strategies to meet those needs;
  - (D) collaborating on the development of communications and engagement strategies, plans and materials; and
  - (E) reviewing and discussing the Stakeholder Register, issues register and Inquiry Register to identify challenges, opportunities and recommend possible communications approaches.
- (ii) will be comprised of:
- (A) City communications representatives;
  - (B) Design-Builder's Communications Manager;
  - (C) other members of Design-Builder's Communications Team; and
  - (D) such other persons as the Parties may agree from time to time. Any additional persons must be submitted to the City for consideration within five Business Days of the meeting;
- (iii) will from time to time be attended by the Design-Builder's Construction Manager, the Construction Manager or Integration Manager as required to ensure that activities across different Project committees are integrated and aligned;
- (iv) will be chaired by a representative of the City;
- (v) will use an agenda provided by the City, circulated to the CEWG members at least five Business Days in advance of the meeting. The Design-Builder may add items to the agenda up to two Business Days in advance of the meeting;
- (vi) will be minuted by the City. The City will circulate minutes to the CEWG members within five Business Days of the meeting;
- (vii) will be held at least once every two weeks after it is convened until the end of the Construction Period at a location provided by either the City or Design-Builder; and
- (viii) in an emergency, or as otherwise deemed necessary, a meeting may be called at any time on such notice as may be reasonable in the circumstances.
- (b) If City communications representatives or Design-Builder's Communications Manager requests an additional meeting, the Parties will act reasonably in accommodating this request. During high activity periods of the Project, the City may require the frequency of meetings of the CEWG to be increased to ensure effective alignment.
- (c) To support the CEWG, Design-Builder:
- (i) may make recommendations to the City on all matters relating to the communications activities described in this Schedule, which the City may Accept or reject;

- (ii) will deliver a 90-day look-ahead schedule of Design and Construction activities, including any upcoming milestones or construction activities with proactive storytelling opportunities.

## **5.DELIVERABLES**

### **5.1 Deliverables**

Design-Builder will support the City in respect of the communication and engagement activities and the obligations described in this Schedule include the following:

- (a) the City's development of an Annual Design & Construction Communications Plan, that focuses on key activities for the year and that details Design-Builder's strategic approach to meeting its obligations in this Schedule each year.
- (b) other communications plans for specific Project issues or needs related to design and construction, as appropriate, which will include at least the same elements and use the same template as the Annual Design & Construction Communications Plan. Design-Builder will support the City in their development of communications plans to support the following anticipated issues and needs:
  - (i) effective communications with major Stakeholders;
  - (ii) effective communications with festivals and events, and their vendors, volunteers, staff, patrons and other users;
  - (iii) major Construction activities with impacts that involve the full closure of a bridge, roadway or other major impact to existing Infrastructure and/or that have a duration of 20 Business Days or more, unless otherwise directed by the City;
  - (iv) impacts to trees and other vegetation along the corridor, including Blackmud Creek River Valley, and other locations at the discretion of the City, including the development of a detailed map depicting trees that are anticipated for removal or preservation;
  - (v) construction noise and vibrations;
  - (vi) access closures;
  - (vii) pedestrian and vehicular detours;
  - (viii) testing and commissioning; and
  - (ix) Utility relocations.
- (c) Design-Builder will support the development and updating of the City's social media strategy for the Construction Period.
- (d) Design-Builder will support the development and updating of a Stakeholder Relations Strategy for the Construction Period.
- (e) Design-Builder will support the City in the development of other deliverables such as Project videos, renderings, displays and fact sheets by providing timely, up-to-date information related to design and construction activities, schedule and milestones.

- (f) Design-Builder will develop and maintain a **“Stakeholder Register”** which will:
- (i) at minimum, document the following details for each Stakeholder interaction: who was involved in the interaction, when the interaction took place, the method of interaction, what was discussed, and any outcomes or commitments that resulted from the interaction; and
  - (ii) be kept up-to-date and provided to the City upon request.

The Stakeholder Register will be developed and implemented within 30 Business Days of the Effective Date and will be transferred to the City upon Construction Completion.

- (g) Design-Builder will maintain an **“Inquiry Register”** which will:
- (i) at minimum, document the following details for each inquiry received: the name of the Stakeholder, the date the inquiry was received, the method of communication, a description of the inquiry, who provided a response, when a response was provided, the response method, and copies of all written inquiry correspondence; and
  - (ii) be kept up-to-date and provided to the City upon request.

The Inquiry Register will be developed and implemented within 30 Business Days of the Effective Date and will be transferred to the City upon Construction Completion.

- (h) Design-Builder will establish a local contact phone number and email address for the purposes of receiving Stakeholder inquiries related to day-to-day Design and Construction matters, and which shall be included on appropriate Design-Builder communications and Stakeholder relations materials, to be established within 20 Business Days of the Effective Date;
- (i) The City and Design-Builder will establish a collaborative review and approval process for all materials to be provided pursuant to this Schedule in order to ensure all materials meet quality, accuracy and safety standard requirements of both Parties.

## Appendix 12A: Indigenous Engagement: Stakeholders

- (a) Treaty 6 Nations
  - (i) Alexander First Nation
  - (ii) Alexis Nakota Sioux Nation
  - (iii) Beaver Lake Cree Nation
  - (iv) Cold Lake First Nations
  - (v) Enoch Cree Nation
  - (vi) Ermineskin Cree Nation
  - (vii) Frog Lake First Nation
  - (viii) Heart Lake First Nation
  - (ix) Kehewin Cree Nation
  - (x) Louis Bull Tribe
  - (xi) Montana First Nation
  - (xii) O'Chiese First Nation
  - (xiii) Onion Lake Cree Nation
  - (xiv) Paul First Nation
  - (xv) Saddle Lake Cree Nation
  - (xvi) Samson Cree Nation
  - (xvii) Sunchild First Nation
  - (xviii) Whitefish (Goodfish) Lake First Nations
- (b) Treaty 7 Nations
  - (i) Blood Tribe (Kainai Nation)
  - (ii) Piikani Nation
  - (iii) Siksika Nation
  - (iv) TsuuT'ina Nation
- (c) Treaty 8 Nations
  - (i) Horse Lake First Nation

- (d) Métis Nation Entities
  - (i) Métis Nation of Alberta (provincial office)
  - (ii) Métis Local 1904 St. Albert - Sturgeon County
  - (iii) Métis Nation of Alberta Region 2
  - (iv) Métis Nation of Alberta Region 4
- (e) Local First Nations Organizations
  - (i) Michel First Nation
  - (ii) Papaschase Training and Employment Centre (o/a Papaschase First Nation)
  - (iii) Papaschase First Nation #136 Association (o/a Papaschase First Nation)
- (f) Confederacy of Treaty Six First Nations

## **Appendix 12B: Stakeholders**

The following persons are “**Stakeholders**” for the purposes of the Agreement, however it is expected that Design-Builder will further validate and add to this list for the duration of the Project:

- (a) Residents of Edmonton
- (b) Current and future users of the Edmonton Transit Service (ETS);
- (c) Drivers, pedestrians, cyclists and users of active transportation modes;
- (d) Landowners, business owners and residents along the Capital Line LRT South Extension corridor;
- (e) Medical, educational and other public institutions;
- (f) Mainstream news media and citizen journalists;
- (g) Indigenous Stakeholders;
- (h) Emergency Services;
- (i) City staff, City Council and advisory boards;
- (j) Other Governmental Authorities;
- (k) Festivals and events;
- (l) Special interest groups;
- (m) Community Advisory Committee;
- (n) Developers;
- (o) Utility Companies;
- (p) Other projects in the proximity; and
- (q) Others, as identified by the City at any time.