



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 891-2012

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
DEVELOPMENT OF PEDESTRIAN AND CYCLING STRATEGIES FOR THE CITY OF
WINNIPEG**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF PEDESTRIAN AND CYCLING STRATEGIES FOR THE CITY OF WINNIPEG

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 20, 2012.

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 (RFP), 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 RFP 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 RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the 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 Bidder is responsible for ensuring that it 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 Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal shall 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 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) bound 8.5" x 11" copies (drawings and tables may be 11" x 17" folded to an 8.5" x 11" size) for sections identified in B6.1 and B6.2.
- B6.5 Proposal format, including type of binding and font style will not be regulated, except that the Proposal shall be presented 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.
- B6.6 Further to B6.6, the Proposal shall be no more than 25 pages, exclusive of the required forms. The minimum font height shall be 10 pt.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(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 its 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.

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

B8.3 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

- B8.4 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.5 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 planning, design, production and management of completing three projects of similar size and complexity.
- B9.2 For each project listed in B9.1(a), the Proponent shall submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original budget for preparation of the document;
 - (d) design schedule (anticipated project schedule and actual project delivery schedule);
 - (e) current status of those strategies;
 - (f) project owner;
 - (g) reference information (two current names with telephone numbers and email addresses 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.
- B9.4 The Proposal should demonstrate a broad range of experiences and successes in providing related services to other jurisdictions.
- B9.5 Including local representation on the team will be a requirement to aid in understanding;
- (a) the structure and nature of decision making policies and processes within the City;
 - (b) the complexities of developing and planning the cycling network within the City's Regional Street System;
 - (c) the attributes of the current cycling network;
 - (d) the existing extensive pedestrian network and current sidewalk planning practice for new and existing facilities.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, 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 related experience, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (one current name with telephone numbers and email addresses per project).
- B10.4 For each person identified in B10.3, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B10.5 The Proponent and/or Subconsultant shall not substitute Key Personnel without the written permission from the City Project Manager.
- B10.6 The Proposal should demonstrate the appropriate level of effort required for the Project for the successful completion, specifically;
- (i) appropriate allocation of staff with broad experiences in developing Active Transportation strategies.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Proponent's project management approach:
- (a) 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. This shall include but not limited to:
 - (i) the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues;
 - (ii) provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates, for each person identified in B10. This matrix will demonstrate the Proponents understanding of the levels of effort required to successfully complete the Project;
 - (iii) the methods proposed for effective communication with the City and its steering committees; and
 - (iv) the methods of quality assurance and controls to ensure the City receive a quality product that meets our expectations.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues;
 - (c) the Proponent's technical; approach and methodology to complete the services, with respect to the information provided within this RFP;
 - (d) any innovation to be used to perform the Scope of Services identified;
 - (e) all activities and services to be provided to the City;
 - (f) the collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project;

- (g) the deliverables of the project;
- (h) the City's Project methodology with respect to the information provided within this RFP; and
- (i) any other issue that conveys your team's understanding of the Project requirements.

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 durations and milestone dates or events. The schedule should address major requirements 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 various phases of the Project. Reasonable times should be allowed for completion of these processes and should consider the dates identified in Section D4.4.5.

B13. QUALIFICATION

- B13.1 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;
- B13.2 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>
- B13.3 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 planning, design, production and management of completing three projects of similar complexity, scope and value; and to those required for this Project. This experience must be demonstrated to the requirements listed in Section B9 and B10; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba), if required, during the works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) have or establish and staff an office in Winnipeg for the duration of the Project; and
 - (g) Include Key Personnel that have successfully completed the production of Pedestrian and Cycling Strategies in other jurisdictions.

B13.4 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.

B13.5 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.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) 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/>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed 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.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 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 B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule. (Section F) 5%

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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.

B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B19.5 Further to B19.1(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.

B19.6 Further to B19.1(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.

- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering the Proponent's understanding of the City's Project, project management approach and team organization.
- B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B19.9 Notwithstanding B19.1(d) to B19.1(g), where Proponents fail to provide complete responses to B6.2(a) to B6.2(d), the score of zero will be assigned to the incomplete part of the response.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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.
- B20.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B20.4.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B20.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B20.6 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.
- B20.7 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 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Scott Suderman, C.E.T., P.Eng.

Email: ssuderman@winnipeg.ca

Telephone No. 204 986-6963

Facsimile No. 204 986-7020

D2.2 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.

D2.3 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.

D2.4 Proposal Submissions must be submitted to the address in B6.10

D3. BACKGROUND

D3.1 In November 2011, City Council adopted the Winnipeg Transportation Master Plan (TMP). An underlying goal of the TMP is the expansion of the range of travel options available to residents, workers and visitors, to ensure that people are not depended on one mode. Expanded travel choice creates countless community benefits. Providing greater access and options for walking, cycling and transit will lead to improved health, increased personal mobility, more livable and socially active communities, and reduced impacts on the environment and our climate.

Section 5.2 of the Transportation Master Plan, provides Directions and Enabling Strategies for enhancing walking, cycling and other modes of Active Transportation (AT) as transportation choices in Winnipeg. Two enabling strategies specifically call for the development of pedestrian and bicycle strategies to provide integrated guidance for the City's efforts to support pedestrian and bicycle activity and connectivity. It is recognized that mode choice is influenced not only by the availability and accessibility of infrastructure, but also by a solid public understanding of how to use it, and the sustainable maintenance and management of associated programs and infrastructure. The development of pedestrian and cycling strategies will need to comprehensively include policy, infrastructure and program considerations.

This project is intended to develop both pedestrian and cycling strategies. There is an immediate need for more detailed strategic direction for both modes, and proceeding with both simultaneously will provide opportunity to identify and consider synergies. While proceeding as a joint initiative, this project is intended to address the distinctively different needs of pedestrians and cycling, recognizing opportunity for coordination of efforts across both modes and with the City's overall multi-modal transportation system.

The document entitled "Creating Walkable and Bikeable Communities: A User Guide to developing pedestrian and bicycle master plans" by ibpi and alta planning and design (available at <http://otrec.us/project/465>) should be used a primary reference source in developing the Pedestrian and Cycling Strategies.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the development of pedestrian and cyclist strategies in accordance with the following:

D4.2 Purpose

The purpose of this project is to produce comprehensive Pedestrian and Cycling Strategies for the City of Winnipeg –strategies that confirm and expand the community’s vision for increasing the use, comfort and safety of walking and bicycling over time, and establish detailed direction for policy, infrastructure and programming towards implementing that vision.

The objectives of the project are to:

- (i) Engage with the public to gain a comprehensive understanding of the public’s needs, concerns and hopes for the future of cycling and walking, to increase public understanding of Active Transportation (AT), and to build excitement and support for the strategies.
- (ii) Develop a Vision, Goals and Objectives for the pedestrian and cycling strategies, in coordination with the Technical Steering Committee and in line with the Transportation Master Plan.
- (iii) Inventory existing data, conduct necessary field work, assess current and future needs, and identify opportunities and constraints
- (iv) Develop, select and prioritize recommendations for policy, infrastructure and program enhancements
- (v) Establish an implementation plan for the strategy recommendations
- (vi) Develop a process for monitoring and evaluating progress in achieving the vision for AT in Winnipeg.

D4.3 Study Area

The primary focus for the development of these strategies is the City of Winnipeg. However, opportunities for integrating and coordinating Winnipeg’s pedestrian and cycling networks and programs with those of surrounding municipalities and the capital region will be considered within this project.

D4.4 Scope of Work

D4.4.1 Establishing Context

This stage of the project is intended to establish the context for the Pedestrian and Cycling Strategies.

The Consultant shall prepare a report which shall include thorough documentation and which summarizes the findings of this stage.

(a) Developing Vision, Goals, and Objectives

The Consultant shall:

- (i) In consultation with residents, businesses, the development community, councillors, existing advisory committees, other stakeholders, and City staff (see D4.4.4), and building on the pedestrian and cycling vision outlined in the Transportation Master Plan, develop a vision, goals and objectives for the Pedestrian and Cycling Strategies;
- (ii) Review plans from Capital Region municipalities and the Province of Manitoba to determine potential linkages and how these linkages support the vision, goals and objectives of the Pedestrian and Cycling Strategies.
- (iii) Outline the rationale for the importance of walking and cycling for transportation, health, economic, environment, tourism, quality of life and community benefits.

(b) *Review Background Information*

The Consultant will identify, review and document:

- (i) Existing federal, provincial and municipal plans, policies, (and processes) that affect walking and bicycling. This review should include a high level evaluation of how well these elements support the vision, goals and objectives, and what potential improvements could be sought.
- (ii) Existing and planned pedestrian and bicycle facilities and programs in Winnipeg and adjacent municipalities
- (iii) The benefits of pedestrian and cycling travel based on case studies and current research
- (iv) Opportunities for inter-governmental participation in the implementation of AT facilities.

(c) *Establish Pedestrian and Cycling Profiles and Conduct Needs Assessment*

The Consultant shall design and conduct an appropriate methodology/approach to identify both existing use of and latent demand for pedestrian and cycling facilities, as well as identify views, issues and concerns residents have related to walking and cycling.

Further, the consultant will conduct a needs assessment to identify what features, changes or new actions would encourage residents and visitors to walk or cycle more often, which would include:

- (i) A comprehensive profile of the broad range of stakeholders who fall under the category of pedestrians
- (ii) A comprehensive profile of Winnipeg cyclists – identifying what percentage of the population represents the following categories: “Strong and Fearless”, “Enthusiastic and Confident”, “Interested but concerned”, and “no way no how”, and what their relative network and program needs and desires are.
- (iii) A rationale and potential future demand for cycling facilities

(d) *Gather and Review Data to Support Development of Infrastructure Recommendations*

The Consultant shall review, assess and document relevant **existing conditions**, including:

- (i) Activity Centres and zoning maps
- (ii) Major barriers (rivers, major thoroughfares, steep slopes, those that have previously been identified and are identified by stakeholders throughout this project’s process)
- (iii) Other barriers such as street furniture, utilities and trees
- (iv) Demographics
- (v) Roadway Characteristics (traffic speeds, traffic volumes, pavement conditions, lane widths, etc.)
- (vi) Transit stop locations and boarding/alighting data
- (vii) Key cycling and pedestrian origins and destinations.
- (viii) Seasonal use of AT facilities
- (ix) Connections to transit, businesses and to other significant pedestrian trip generators (schools, churches, parks, employment, etc.).
- (x) Potential routes and linkages, including those utilizing Manitoba Hydro and other established corridors.
- (xi) Potential high use corridors based on current planning projections and on projected future travel patterns and connectivity for pedestrians and cyclists.

- (xii) Problem/constraint areas in the City and recommend priority areas.
- (xiii) Areas of the City that, due to their land use, may require different types of pedestrian and cycling facilities.
- (xiv) Existing routes and linkages based on, but not limited to: land use, connectivity, accessibility, safety, crossing of barriers, traffic volumes, road capacity, parking and costs, maintenance potential.
- (xv) Non-infrastructure related barriers to pedestrian and bicycle travel based on a review of existing policies, programs, pedestrian and cyclist profiles, and user needs
- (xvi) Existing signage
- (xvii) Jurisdictional barriers

The Consultant shall compile map (s) of the base inventory of existing and proposed on-street bikeways and off-street trails, including parks, rail and hydro corridor opportunities.

The Consultant shall compile map (s) of the base inventory of existing and currently proposed sidewalks.

D4.4.2 Development of the Elements of the Pedestrian and Cycling Strategies

This stage of the study will focus on the development of the various elements of the Pedestrian and Cycling Strategies. The Consultant shall prepare a report which shall include thorough documentation and summarizes the findings of this stage.

Based on best practices and the established vision, goals and objectives for the overall Strategies, the consultant will develop evaluation criteria to be used for assessing potential policy, project and program recommendations

(a) Development of Policy and Guideline Recommendations

The Consultant shall:

- (i) Develop pedestrian and cycling-related policies, programs and guidelines to outline implementation requirements for the Pedestrian and Cycling Strategies.
- (ii) Recommend tools that can be used to implement the vision, goals, objectives and guidelines to encourage walking and cycling.
- (iii) Recommend ways to enable the integration of walking and cycling with other modes of travel.
- (iv) Recommend a monitoring and evaluation strategy.
- (v) Identify a process for integrating cycling and pedestrian issues and facilities with development approvals
- (vi) Recommend policies for maintenance programs
- (vii) Identify and recommend a process for improving inter-departmental integration of cycling and pedestrian issues
- (viii) Identify costs, challenges and opportunities associated with each recommendation for consideration in the development of the implementation plan.

(b) Development of Recommendations for the Pedestrian and Cycling Network

Based on the data gathered and reviewed in section 4.4.1, the Consultant will

- (i) develop pedestrian and cycling network principles,
- (ii) identify the networks
- (iii) recommend criteria for establishing priorities
- (iv) generate a list of potential prioritized projects
 - ◆ Including above ground facilities

- (v) establish general guidelines for project selection
- (vi) for each of the potential projects, identify appropriate pedestrian and cycling facilities to be considered
- (vii) establish Class C cost estimates for the recommended projects
- (viii) map long-term Pedestrian and Cycling Networks
- (ix) develop and utilize evaluation criteria for route alternatives that take into account:
 - ◆ accessibility (see item (k) in section 4.4.7),
 - ◆ Crime Prevention through Environmental Design
 - ◆ street design, i.e.: street classifications, intersection treatments, etc.
 - ◆ potential linkages to transit and other public gateways,
 - ◆ traffic speeds and volume,
 - ◆ safe crossings of arterial roads,
 - ◆ compatibility with green space and natural areas,
 - ◆ directness for pedestrians and potential conflicts with other users
- (x) recommend a pedestrian and cycling facilities network including routes considered essential for year-round use and criteria for establishing route priorities.

(c) *Develop Recommendations for Pedestrian and Cycling Programs and Practices*

Based on the review of existing programs and a thorough understanding of best practices from other jurisdictions (in Canada and internationally) and local need, provide recommendations on programs (with associated costs) on which the City could consider leading or partnering, including but not limited to:

- (i) Development agreement requirements related to AT
- (ii) Bike sharing
- (iii) Economic benefits of AT
- (iv) Safety and education programs
- (v) Promotion incentives and initiatives
- (vi) Design guidelines
- (vii) Health Benefits
- (viii) Bicycle parking
- (ix) Cycling and pedestrian safety
- (x) Monitoring practices (e.g. cycling use, collision data)

D4.4.3 Development of an Implementation Plan for the Pedestrian and Cycling Strategies

This stage of the study will focus on the development of the implementation plan for the Pedestrian and Cycling Strategies. In developing this implementation plan, the Consultant shall outline the actions necessary to support the implementation and administration of the pedestrian and cycling policy, network and program recommendations. The Consultant shall prepare a report which shall include thorough documentation and which summarizes the findings of this stage.

The implementation plan will include:

- (i) An overview of the policy, infrastructure and program initiatives recommended for short, medium and long term implementation
- (ii) Class C cost estimates for the recommended Pedestrian and Cycling Network , policy and program recommendations
- (iii) Identifying funding options for the recommended Pedestrian and Cycling Networks

- (iv) Priorities and timing (both short and long-term) for the recommended Pedestrian and Cycling Networks
 - ◆ Include recommendations for one to three early action projects that could be implemented in 2014 to build momentum for the Strategies.
- (v) An evaluation and monitoring framework for the recommended Pedestrian and Cycling Networks
- (vi) A public education program on the benefits of the recommended Pedestrian and Cycling Networks
- (vii) Maintenance policies for the recommended Pedestrian and Cycling Networks
- (viii) Recommendations for integrating the proposed cycling and pedestrian network into development approvals, new transportation facilities and rehabilitation of existing transportation facilities.

D4.4.4 Communications and Engaging with the Public

A logical and transparent public consultation and engagement process involving residents, businesses, interest groups, and other stakeholders, as well as internal City staff will be a very important component of this Study. Innovative methods for reaching out to the broadest possible audience, both to seek their input and develop their support for the Strategies, will be essential to enable its successful implementation.

The Consultant shall develop and implement a communications and engagement strategy to support the objectives of this project (to establish understanding of the public's needs, concerns and hopes for the future for development of the strategies, to increase public understanding of AT, and to build excitement and support for the strategies).

Use of social media and/or the City of Winnipeg web site for the public engagement and consultation process is encouraged.

Other components of the public consultation and engagement process could include:

- ◆ Open Houses
- ◆ Workshops
- ◆ Focus Groups
- ◆ Walking and bicycle tours
- ◆ Individual stakeholder meetings
- ◆ Surveys (attitudinal, preference)
- ◆ On-line games and interactive maps
- ◆ Web-based input and discussion forums
- ◆ Newsletters
- ◆ Media

Reference should also be made to the publications of the International Association for Public Participation (IAP2) in developing this public engagement and consultation process.

The consultant may also be required to present the final draft of the Pedestrian and Cycling Strategies at a public meeting of the Standing Policy Committee on Infrastructure Renewal and Public Works.

D4.4.5 Study Schedule

The following preliminary Study schedule is proposed:

- ◆ February 2013 Study commences
- ◆ May 2013 Report on Context

- ◆ September 2013 Report on Elements of a Pedestrian and Cycling Strategies
- ◆ November 2013 Report on Implementation Plan
- ◆ January 2014 Final Report

D4.4.6 Deliverables

The Consultant shall provide the following:

- (i) Draft and final versions of reports summarizing each stage of the project;
- (ii) Draft, final draft and final versions of a comprehensive Final Report which incorporates the findings from all stages of the Study, including the original digital version;
- (iii) Presentation materials (Microsoft Power Point and Adobe Acrobat PDF formats);
- (iv) 25 bound copies of the Final Report, including technical appendices which contain all of the background data collected and used in the analysis;
- (v) One unbound master copy of the Final Report, with reproducible maps and drawings for reproduction by the City;
- (vi) One copy of the Final Report in electronic PDF version properly bookmarked.

D4.4.7 Available Resources

The following background documents are available from the City of Winnipeg, Public Works Department and/or its website:

- (a) City of Winnipeg Transportation Master Plan (TMP)
<http://transportation.speakupwinnipeg.com/>
- (b) Winnipeg Area Travel Survey
<http://transportation.speakupwinnipeg.com/WATS-Final-Report-July2007.pdf>
- (c) City of Winnipeg Cyclist and Pedestrian Design Guidelines – This document is currently in draft form and will be made available to the successful proponent.
- (d) Transportation Standards Manual 2012 – This document is currently in draft form and will be made available to the successful proponent.
- (e) City of Winnipeg Active Transportation Study
<http://winnipeg.ca/publicworks/MajorProjects/ActiveTransportation/2005-AT-Study.pdf>
- (f) 2010 Active Transportation Program
<http://winnipeg.ca/publicworks/MajorProjects/ActiveTransportation/infrastructure-stimulus-program-2010.stm>
- (g) 2007 City of Winnipeg Active Transportation Action Plan
- (h) <http://winnipeg.ca/publicworks/MajorProjects/ActiveTransportation/2007-AT-ImplementationPlan.pdf>
- (i) 2008 City of Winnipeg Active Transportation Action Plan
<http://winnipeg.ca/publicworks/MajorProjects/ActiveTransportation/2008-AT-ActionPlan.pdf>
- (j) Winnipeg Cycling Map
<http://winnipeg.ca/publicworks/MajorProjects/ActiveTransportation/maps-and-routes.stm>

The following background documents are available from the City of Winnipeg, Planning Property and Development and/or its website:

- (k) 2010 City of Winnipeg Universal Design Policy and Accessibility Design Standards
http://www.winnipeg.ca/ppd/Universal_Design.stm
- (l) Our Winnipeg including the Complete Communities Strategy

<http://winnipeg.ca/interhom/CityHall/OurWinnipeg/>

- (m) City of Winnipeg Development Agreement Parameters
<http://winnipeg.ca/ppd/subdivision/DAP.pdf>
- (n) A Guide to Understanding the Development Agreement Parameters
http://winnipeg.ca/ppd/subdivision/dap_guide.pdf

The City will provide the following items and support:

- (o) 2007 Household Travel Survey data for Winnipeg
- (p) OTTO Cycle data – The Centre for Sustainable Transportation at the University of Winnipeg along with the City of Winnipeg performed a study of the daily trips and routes taken by over 900 cyclists over two weeks using GPS equipment in 2009. An example of the data that will be available is presented in Appendix ‘A’.
- (q) An AutoCAD base map of Public Works sidewalk inventory which can be assumed to be an 80% or greater representation of the actual inventory and does include any subdivision internal network connections.
- (r) Aerial photography taken in 2012. The consultant will be required to sign a waiver stating that upon successful completion of the project all copies of the photos within the Consultants possession are to be destroyed or erased.
- (s) The downtown above ground and below ground walkway system is presented in Appendix ‘B’. The future designated walkway between the Delta Hotel and City Place has recently been completed.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) “City” means The City of Winnipeg.
- (b) “AT” means Active Transportation

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 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, Contractor'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;
 - (v) 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 Services. 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.
 - (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 \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D8.2.1 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.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 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 D8.10.

- D8.6 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.
- D8.7 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.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by mid-January 2013.

APPENDIX A – EXAMPLE OF OTTOCYCLE DATA

APPENDIX B – DOWNTOWN WALKWAY

