



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 160-2022**

**PROFESSIONAL CONSULTING SERVICES TO EVALUATE NEIGHBOURHOOD  
PILOT OF LOWER DEFAULT SPEED LIMITS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES TO EVALUATE NEIGHBOURHOOD PILOT OF LOWER DEFAULT SPEED LIMITS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 22, 2022.
- B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.6 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.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B8. FEES (SECTION B)**

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B8.5 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 Proposals should include:

- (a) Details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project, and contract administration services on three projects of similar complexity, scope, and value.
- (b) Details demonstrating the Proponent's and Subconsultants experience with summarizing, analyzing, and measuring changes in before/after public opinion survey data.

B9.2 For each project listed in B9.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Identify the following Key Personnel assigned to the Project:

- (a) project manager;
- (b) transportation and road safety expert;
- (c) public engagement lead;
- (d) writer/communications support;
- (e) public feedback data analyst;
- (f) graphic designer

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines, and public engagement professionals. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner;
  - (d) Reference information (two current names with telephone numbers per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the urban design issues;
  - (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
  - (d) the proposed Project budget;
  - (e) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and
  - (f) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.
- B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.9 For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments

(key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

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

**B13. DISCLOSURE**

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

- B13.2 The Persons are:

(a) N/A

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

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

- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 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.

B15.5 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.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

## **B17. IRREVOCABLE OFFER**

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

## **B19. INTERVIEWS**

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule (Section F) 10%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

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

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

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.

B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.

B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.

B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.

B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.
- B22.3 The Work of this Contract is to be funded by the 2021 Traffic Engineering Improvements – Various Locations (TEIP) program, adopted by City Council on December 16, 2020.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 The City may, at its discretion, award the Contract in phases.
- B22.6 Further to B22.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.7.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D17 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.10 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.

**B22.11** If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:  
Greg Blatz, P.Eng.  
Telephone No. 204-986-4199  
Email Address: GBlatz@winnipeg.ca

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

#### D3. BACKGROUND

D3.1 The Manitoba Highway Traffic Act defines the City of Winnipeg as a restricted speed area and all areas within the city have a speed limit of 50 km/h unless otherwise posted.

D3.2 The Traffic and Transportation Modernization Act (TTMA) took effect on March 1, 2019 and made significant changes to how traffic and transportation are regulated in Manitoba. As part of these changes, the *Traffic Authority Speed Limits Regulation 30/2019* gives the ability for the local traffic authority to set lower speed limits than the default 50 km/h for restricted speed areas.

D3.3 On July 23, 2020, City of Winnipeg Council authorized the Public Service to assign a consultant to report on lowering the default speed limits on residential streets. Additional information is available here: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20200723\(RM\)C-126](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20200723(RM)C-126)

D3.4 On September 29, 2021, City of Winnipeg Council amended the direction so that neighbourhood speed limit trials could be conducted. Additional information is available here: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20210929\(RM\)C-119](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20210929(RM)C-119)

D3.5 The primary objectives for this project are:

- (a) to determine the effectiveness of a reduced posted speed limit in changing vehicle speeds on residential roads.
- (b) to assess the impact of a reduced posted speed limit on neighbourhood livability.
- (c) to evaluation alternatives and make a recommendation for a path forward city wide.

D3.6 On July 15, 2015, City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. It includes a Strategic Direction and associated Actions to *Improve Pedestrian and Cyclist Safety*. An update to the 2015 PCS is presently ongoing as a component study of the *Transportation Master Plan 2050*.

D3.7 On January 10, 2017, the Standing Policy Committee on Infrastructure Renewal and Public Works directed the Winnipeg Public Service to create a road safety strategy which takes into consideration the principles of *Towards Zero*. This Winnipeg Road Safety Strategic Action Plan (RSSAP) is presently ongoing.

- D3.8 On September 20, 2018, City of Winnipeg Council approved *Winnipeg's Climate Action Plan*. This plan sets the target that by 2030 there will be a mode share of 14% for walking and cycling trips in the City.
- D3.9 The current LRS road network shapefile that includes street functional classification and speed limit is available here: <https://data.winnipeg.ca/Streets/LRS-Road-Network/jwfi-vjqw>
- D3.10 The following street types are expected to be considered as part of the evaluation:
- (a) Residential local street – 7.5 m typical cross-section
  - (b) Residential minor collector street – 10.0 m typical cross-section (some are 7.5 m)
  - (c) Residential major collector street – divided, typically with two lanes and 8.0 m cross-section in each direction
- D3.11 The evaluation will consider the impacts of mature and recent community design on motorist speeds and speed limits. Additional information on these community types is provided in Complete Communities 2.0 available here:  
<https://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=21098&SectionId=612081&InitUrl=>
- (a) Mature Communities consist of Winnipeg's earliest neighbourhoods and were mostly developed before 1950. Key features of Mature Communities include well-connected sidewalk networks, grid street patterns, and public lanes.
  - (b) Recent Communities consist of neighbourhoods planned after 1950. These communities are dispersed low- to medium-density residential areas with supportive commercial uses. The street network is a mix of modified grid and curvilinear streets, often without sidewalks or public lanes.
- D3.12 Traffic safety culture in Manitoba plays a role in motorist self-selection of speed. Culture consists of the "beliefs, values, norms, and things people use, which guide their social interactions in everyday life". Traffic safety culture, therefore, refers to the historical factors that influence our attitudes and behaviours regarding road safety.

#### **D4. SCOPE OF SERVICES**

- D4.1 The Services required under this Contract shall consist of professional consulting services for the evaluation of lower speed limits in residential areas in accordance with the following:
- (a) Lower Speed Limits Background and Communications, as outlined in D6;
  - (b) Lower Speed Limit Pilot and Evaluation, as outlined in D7;
  - (c) Public Engagement and Communications, as outlined in D8;
  - (d) Scenario Evaluations and Recommendations, as outlined in D9; and
  - (e) Reporting, as outlined in D10.
- D4.1.1 The Services required under D4.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D4.2 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
  - (b) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

(c) Public Engagement Guidelines

<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

(d) Transportation Master Plan 2050 (ongoing), refer to:

<https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>

(e) City of Winnipeg Brand Guidelines:

[https://www.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544-2019\\_ADDENDUM\\_1/CW-Brand\\_Manual-2019-REVISED-201904.pdf](https://www.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544-2019_ADDENDUM_1/CW-Brand_Manual-2019-REVISED-201904.pdf)

D4.3 The 2021 Capital Budget included \$400,000 for the execution of this project. This budget encompasses all costs for the project including direct costs to the City such as supply and installation of signage, direct mail outs and translation services. The estimated total of direct costs to the City is \$100,000.

## **D5. GENERAL REQUIREMENTS**

D5.1 The requirements stated herein shall apply to all phases of work.

D5.2 Throughout the Project, the Consultant will coordinate with the City's Project Manager. The City's Project Manager will be:

- (a) Kept informed by the Consultant's Project Manager of progress on a regular basis.
- (b) Copied on all Project correspondence.
- (c) Advised of significant problems/issues as they arise, resolution options to be considered, and recommended solutions for consideration and approval by the City prior to implementation.
- (d) Involved in any meetings with stakeholders/public, based on the City's Project Manager's availability.
- (e) Advised of any potentially controversial issues as they arise.
- (f) Advised of any additional work considered, prior to it being completed, beyond the original scope of services.
- (g) Consulted prior to any changes being made to the City approved project schedule. The City's Project Manager shall confirm any schedule changes in writing.

D5.3 Project Meetings

- (a) Hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times including: presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, and during finalization of the final report.
- (b) Consultant shall hold other meetings as required and as needed, and as a minimum, on a monthly basis, to ensure that the City Project Manager is up to date on all issues and the progress of the Project.
- (c) A responsibility assignment matrix should be included in the meeting minutes that clarify roles and responsibilities for action items.
- (d) Prepare minutes of all meetings conducted for the project record.
- (e) Implement QC / QA program during the course of the project.

## **D6. LOWER SPEED LIMITS BACKGROUND AND COMMUNICATION**

D6.1 Lower speed limits on residential streets have been a divisive issue in the City. It will be critical to provide clear and factual information to the public on lower default speed limits on residential streets throughout the duration of the study. The consultant will complete the following at the onset of the project. Information must be summarized in easy to understand infographics/content for public consumption by a graphic designer for posting on the project website and also to be included in the final report. The consultant will be required to work with City staff to coordinate the integration of these materials into the City website. This information will include:

- (a) Information about the lower speed limit pilot, schedule, evaluation metrics, and maps for each of pilot neighbourhoods (see Section D7).
- (b) Discussion of safety impacts of lower speed limits. This will provide an overview of the impacts of lower speed limits on residential streets from national and international best practice documents as well as the expected collision reduction if applied in Winnipeg.
- (c) Discussion of impacts of lower speed limits on neighbourhood livability, health, and mode choice.
- (d) Jurisdictional scan of at least ten peer Canadian cities that are currently investigating or have recently implemented lowered default speed limits. This scan will provide insight as to what peer jurisdictions have implemented and the state of the practice in Canada.
- (e) Analysis of existing operating speeds on local and collector streets with existing 50 km/h speed limits. A robust dataset of historical speed data on local and collector streets will be provided by the City. This analysis will be used to show what existing vehicle speeds typically are on residential streets and will also be considered as part of D9 when evaluating the impacts of different speed limit scenarios.
- (f) A custom web-based travel time estimator tool where residents can assess the impact of lower default speed limits on their regular vehicle trips.
  - (i) This must be a custom application developed within the City of Winnipeg's IT infrastructure with the cooperation of Public Works IS&T staff.
  - (ii) Within this application, residents should be able to enter two addresses anywhere within the City limits and the travel time estimator would report the length of residential streets where the speed limit would change in each scenario and the increase in travel time based on different speed limit scenarios. The tool does not need to incorporate real time traffic conditions.
  - (iii) The web page should implement the design system guidelines (<https://winnipeg.ca/designsystem/>) including passing the level AA WCAG 2.1 guidelines. For example since Google Maps don't fully comply with AA WCAG 2.1 guidelines, the input fields should be selectable/accessible using the keyboard and the results (i.e. the travel time results) should be mentioned outside the map box itself so a screen reader can access this.
  - (iv) The web page should be responsive web design (mobile/tablet/desktop user friendly).
  - (v) The consultant must provide support (e.g. bug fixes) for the duration of the project.
  - (vi) The City of Winnipeg Server Environment is as follows:
    - ◆ Oracle Database 12c - 64bit
    - ◆ Windows Server 2012R2, IIS 8.5 (NET Framework 4.5, .NET CLR 4.0)

## **D7. LOWER SPEED LIMIT PILOT AND EVALUATION**

D7.1 The Winnipeg Public Service will identify four neighbourhoods for the lower speed limit pilot based on the neighbourhood selection process which was presented to Council at the September 2021 meeting. The Public Service will recommend these neighbourhoods to the

Standing Policy Committee on Infrastructure Renewal and Public Works (SPC-IRPW), tentatively scheduled for the March 2022 meeting. The lower speed limit pilot will be in effect for an approximately one-year period. In addition to the four trial neighbourhoods there will also be two control neighbourhoods. Control neighbourhoods are included to account for any lingering impacts of the Covid-19 pandemic that may be influencing the survey results. The six neighbourhoods are expected to be represented as follows:

- (a) Mature neighbourhood – 30 km/h
- (b) Mature neighbourhood – 40 km/h
- (c) Mature neighbourhood – control neighbourhood
- (d) Recent neighbourhood – 30 km/h
- (e) Recent neighbourhood – 40 km/h
- (f) Recent neighbourhood – control neighbourhood

- D7.2 The four pilot neighbourhoods are subject to approval or change by SPC-IRPW, but they are each expected to each:
- (a) be between 1.25 and 1.5 km<sup>2</sup> with between 2500 and 5000 dwellings.
  - (b) include one or two elementary schools within the neighbourhood, including at least one French immersion school.
- D7.3 The consultant will be required to review the four neighbourhoods selected by the City, and make a recommendation for the speed trial scenario for each neighbourhood (e.g. 30 km/h or 40 km/h) consistent with D7.1. Based on site conditions, the consultant will also be required to identify the exact limits of each neighbourhood and make recommendations for any exceptions to the speed limit changes.
- D7.4 For the purpose of updating the Speed Limit By-Law, the consultant will be required to prepare a detailed map of each neighbourhood showing the recommended boundary where the speed limit will change. The boundary limits should be dimensioned showing the distance from the nearest intersection. The Public Service will coordinate internally with Legal Services to complete the Administrative Report for Council approval based on the drawings prepared by the consultant.
- D7.5 The consultant shall select evaluation measures for the lower residential speed limit pilot including at least the below (the consultant may suggest additional measures):
- (a) Vehicle speed data;
  - (b) Public perception survey; and
  - (c) School survey.
- D7.6 Vehicle speed data - The consultant will coordinate with the City to design a vehicle speed data collection program. City staff will supply and manage the data collection equipment and provide the Consultant with per vehicle records for analysis at the end of the data collection period. Vehicle speed data will only be collected for the four speed limit trial neighbourhoods (not the two control neighbourhoods). The program will, at a minimum include the following:
- (a) Three different locations in each of the four pilot neighbourhoods.
  - (b) Baseline speed data collection at a representative sample of locations on local and collector streets in each neighbourhood prior to pilot implementation.
  - (c) Speed data collection at the same locations on local and collector streets in each neighbourhood approximately 12 months after the baseline data collection.
- D7.7 Public perception survey – The consultant shall prepare a public perception survey of mode choice, safety, comfort, and neighbourhood livability specific for each pilot neighbourhood. See Section D8 for additional information.

D7.8 School Survey – The consultant shall prepare a school travel survey to assess trip mode choice for each school in the neighbourhoods. Sample surveys such as those used in Safe Routes to School programs may be considered as templates. See Section D8 for additional information.

## **D8. PUBLIC ENGAGEMENT**

D8.1 The Proponent will work collaboratively with the Office of Public Engagement.

D8.2 The Proponent shall host a minimum of four (4) public engagement meetings with the City including one (1) meeting to review public engagement strategy and update meetings at the onset of each engagement phase in addition to steering committee meetings.

D8.3 The City public engagement meetings shall include members of the project team, including:

- (a) The Project Manager;
- (b) A representative from the Office of Public Engagement;
- (c) A representative of Public Works Communications;
- (d) Other representatives as required by the Project Manager.

D8.4 The review of public materials and advance notice of public events requires time. The Proponent shall ensure adequate time is accounted for in the Project schedule.

D8.5 All public materials must be posted online two weeks prior to an in-person event;

D8.6 The minimum anticipated review period for all online or print material is 5-8 weeks depending on the complexity of the material. This is inclusive of design and translation, but exclusive of printing, mailing, and other production time. All materials should be submitted in a package per phase to improve review efficiency.

D8.7 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, etc. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host in-person public engagement opportunities.

D8.8 Public & Stakeholder Objectives

D8.8.1 The Consultant shall ensure that execution of the public engagement program carried out as outlined in this section results in reaching the following objectives:

- (a) Participants understand that recommendations will be made using both public input and technical data. Recommendations will be put forward to Council.
- (b) Information is provided early in the program to meaningfully engage and understand the project need. Including, but not limited to best practice documents on lowered speed limits, safety impacts, impacts on livability, health and mode choice, jurisdictional scan of peer Canadian cities (See D6.1).
- (c) Participants' perception of safety, comfort, and neighbourhood livability are monitored for change and considered and incorporated into the review.
  - (i) Input gathered throughout the engagement program will be analyzed for trends, themes and standout ideas that are clearly communicated to the technical team.
- (d) Work in partnership with area organizations including but not limited to area elementary schools to increase project awareness within neighbourhood and participation of vulnerable road users.
- (e) Participants understand how their input was considered and incorporated into recommendations. Including:
  - (i) Clearly communicated connections between feedback and recommendations.

- (ii) Highlighting both input used in decision making and explaining the rationale for why some input could not be incorporated.

## D8.9 The Public and Stakeholder Engagement Program

D8.9.1 The Proponent shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:

- (a) A public engagement strategy
  - (i) Work with the technical team early in the project process to align timelines and ensure public input informs design stages, and clarifies design elements not open to public input due to technical or regulatory needs.
  - (ii) Stakeholder mapping based on selected pilot neighbourhoods, targeting vulnerable groups and road users within pilot neighbourhoods.
  - (iii) Develop draft strategy using templates provided by the City's Office of Public Engagement.
  - (iv) Work closely with the City's public engagement team, including one (1) meeting to review public engagement strategy and update meetings at the onset of each engagement phase in addition to steering committee meetings.
  - (v) Submit Draft Strategy for approval by project team and City's Office of Public Engagement.
  - (vi) Update strategy and engagement goals at the onset of each public engagement phase and as needs arise throughout the technical design and public engagement program.
  - (vii) Strategy to include but not be limited to consideration for translation needs. Allocate one (1) week for translation following approval and prior to publication of all materials.
- (b) Web content, including public facing versions of background and communications outlined in D6 and three (3) web updates for each engagement phase.
- (c) Engagement activities for each engagement phase with promotion and notification
- (d) Summaries corresponding to engagement phases
- (e) A final engagement report, reporting on all engagement phases

D8.10 Public and Stakeholder Engagement Expectations. The Proponent shall conduct public engagement in three phases and the phases shall include at minimum:

### D8.10.1 Phase 1: Pre-pilot phase

- (a) Conducted before the start of the pilot project:
  - (i) Develop website content (hosted on [engage.winnipeg.ca](https://engage.winnipeg.ca)), following the City's website template, that includes an overview of the project background information (D6), results from the jurisdictional scan, and description of evaluation metrics for pilot.
  - (ii) Meet with Councillors to receive input on survey questions for pilot neighbourhoods and also the city-wide survey questions. Also provide project overview and information to councillors.
  - (iii) Develop and program an online survey (to be hosted on the Bang the Table Engage Winnipeg website) for pilot neighbourhood residents to gather baseline data on perception of safety, comfort, local trip mode choice, neighbourhood livability. In addition to desires and designs for future in-person engagement, demographics are critical for tying feedback to project connection. Pilot neighbourhood residents should be notified by address mail with information on the program, project website, survey and planned changes to posted road speeds.
  - (iv) Host stakeholder meetings that may require direct outreach to area organizations to provide travel surveys and assess baseline trip mode choice and perceptions of safety.

- ◆ Update stakeholder list based on selected pilot neighbourhood locations.
  - ◆ In-person outreach may be required to ensure response.
  - ◆ Activities include but are not limited to: meeting with the organization representatives to describe the project, providing informative and promotional materials to be distributed through the organization to members, or when necessary running a “hand-up” survey at an organization’s event to capture the greatest number of responses.
- (v) Conduct school travel surveys to assess baseline trip mode choice for each school in the pilot and control neighbourhoods. Sample surveys such as those used in Safe Routes to School programs may be considered as templates.
- ◆ Informative promotional materials to be distributed through the school to parents to align with opportunity to provide feedback with public perception survey.
- (vi) Host one stakeholder meeting to gather preliminary input from organizations with a mandate related to road safety.
- (vii) Develop notification materials to promote engagement activities for this phase.
- (viii) Prepare a pre-pilot engagement summary
- ◆ Publicly report back on baseline feedback. Develop the “what we heard” table in partnership with the technical team. At this time, the table may be limited to only what was heard and not how the feedback was used.

#### D8.10.2 Phase 2: Pilot phase

- (a) Conducted approximately eight months into pilot project.
- (i) Update project website.
- ◆ Using the stories tool on [engage.winnipeg.ca](http://engage.winnipeg.ca), facilitate opportunities to share impacts of pilot project on neighbourhood livability, road comfort and safety within the pilot neighbourhoods.
  - ◆ Post all Background and Communication information from Section D6. Information must be summarized in easy to understand infographics/content for public consumption completed with a graphic designer.
- (ii) Hire a third-party firm to conduct a city-wide statistically relevant survey to determine public opinion on lowered default speed limits (specifically for scenarios evaluated in D9), and oversee the survey development, execution, and reporting.
- (iii) Develop and program Bang the Table survey (hosted on Engage Winnipeg).
- ◆ City-wide online survey to measure public sentiment on lowered default speed limits and specifically for scenarios evaluated in D9.
  - ◆ Include online survey questions from Phase 1 for pilot neighbourhood residents to compare with baseline data gathered in Phase 1 on perception of safety, comfort, local trip mode choice, neighbourhood livability. Include secondary questions to understand why changes in response have occurred. Measure mode shift/intentions for mode shift if the pilot project were to be implemented permanently.
- (iv) Re-issue Phase 1 school travel survey to assess trip mode choice for each school in the neighbourhoods.
- ◆ Informative promotional materials to be distributed through the school to parents to align with opportunity to provide feedback with public events.
- (v) Reconnect with vulnerable area road users identified in Phase 1 to provide travel survey to assess baseline trip mode choice and perceptions of safety. In-person outreach may be required to ensure response.
- ◆ Informative promotional materials to be distributed through the organization to members to align with opportunity to provide feedback with public events.

- (vi) Develop notification materials to promote engagement activities for this phase.
- (b) After conclusion of Phase 2 surveys:
  - (i) Conduct four localized in-person events (one per pilot location), structured based on results from pre-engagement, to foster common ground understanding by participants and their diverse road needs. The proponent will support participants in making connections between available technical data, group input and possible outcomes. Creative ideas for improving participation rates are encouraged (e.g., street party or community barbeque). In preparation, the proponent will:
    - ◆ Prepare for involvement of up to 75 participants per event;
    - ◆ Develop an event agenda and event reminder email to RSVP list;
    - ◆ Develop event materials, including: presentation, sign-in sheets, wayfinding signage, workbooks, table materials, maps, visual aids, exit survey;
    - ◆ Organize, staff and document workshops; and
    - ◆ Analyze and summarize feedback results.
  - (ii) Develop materials for and host one stakeholder meeting to gather input from organizations with a mandate related to road safety.
  - (iii) Develop notification materials to promote engagement activities for this phase.
- (c) Final public engagement report.
  - (i) Outlines how behavior and positions changed among residents within the pilot locations throughout the project timeline.
  - (ii) Communicate how the public input and technical data was used to help shape recommendations.
  - (iii) Share technical information including lessons and impacts through easy to understand infographics/content for public consumption.
- (d) Final public engagement summary
  - (i) Use City template to summarise finding.

D8.11 Public & Stakeholder Engagement Outcomes. The execution of the public engagement plan will result in reaching the following objectives:

- (a) participants and the general public have an understanding of the City's current systems and processes;
- (b) the project team will work with area organizations including but not limited to area elementary schools to increase project awareness within neighbourhood and participation of vulnerable road users;
- (c) the project team will understand a baseline experience of pilot area residents and businesses surrounding elements of safety, use and neighbourhood livability and measure for changes in these perceptions and uses after the pilot;
- (d) changes in behavior and opinions are considered and incorporated into the review and recommendations;
- (e) participants understand how their input was considered and incorporated (where possible) into the review process and next steps;
- (f) Winnipeggers will have access to empirical data including a citizen tool for estimating travel time at different speed to engage on a fact-based discussion around the personal impact of reduced travel speeds;
- (g) The project team will understand the views of Winnipeggers outside of the pilot project.

## **D9. SCENARIO EVALUATION AND RECOMMENDATION**

- D9.1 Following the completion of the pilot project and public engagement the consultant will identify and evaluate multiple speed limit scenarios for city-wide implementation in the future. Potential evaluation scenarios include:
- (a) Residential local and minor collector streets 30 km/h.
  - (b) Residential local and minor collector streets 40 km/h.
  - (c) Residential local streets 30 km/h and minor collector streets 40 km/h.
  - (d) Maintain the default speed limit of 50 km/h.
- D9.2 Evaluation metrics will be confirmed through coordination between the consultant and the City of Winnipeg Project Technical Steering Committee. Concepts for defining and evaluating the metrics should be included in the proposal. The City's expectation is to conduct a rigorous and robust evaluation based on data, past research and studies. Potential metrics to be evaluated for each scenario are:
- (a) Road safety (qualitative discussion of road safety impacts and quantitative assessment of expected collision reduction based on Winnipeg collision data).
  - (b) Neighbourhood livability.
  - (c) Mode shift and choice.
  - (d) Environmental impacts (eg., emission reductions, travel time impacts, and considerations of mode shift).
  - (e) Infrastructure, such as traffic calming measures and signage, necessary to achieve appropriate operating speeds for posted speed.
  - (f) Public opinion from pilot neighbourhoods from before and after pilot.
  - (g) Public opinion from city-wide scientific survey.
  - (h) Impact to travel time.
    - (i) Discussion of continuity and application to non-residential city streets such as those in the Downtown or Exchange District.
  - (i) Class 5 cost estimate for each scenario.
    - (i) At the time of completing the cost estimate the City will give direction to the consultant on the acceptance of using gateway signage for a speed reduced default speed. Even if provincial regulations change and there is no longer a requirement for speed limit signage on each block, there will still be costs associated with changing the default speed limit city-wide. Potential costs include: cost of purchasing and installing all necessary signage, implications for regional roads that are currently unposted 50 km/h but would need to be signed, necessary traffic calming measures to support lower speed limits.
- D9.3 Based on the recommended scenario, create a technical guideline with a nuanced set of criteria for where the lower speed limit would apply. Criteria could include road classification, road width, the presence of a median.
- D9.4 Develop a high-level implementation plan for the recommended scenario with a more refined Class 4 cost estimate.
- (a) If the recommended scenario is to change the default speed limit, the City will provide the consultant direction on the use of gateway signage or a requirement to sign each block. Potential costs include: cost of purchasing and installing all necessary signage, implications for regional roads that are currently unposted 50 km/h but would need to be signed, necessary traffic calming measures to support lower speed limits. consultant assignment to manage implementation, ensuring all necessary signs are installed and by-laws are appropriately updated, necessary traffic calming measures to support lower speed limits, updated GIS information and a communication/education program to be rolled out in parallel with implementation.

## **D10. REPORTING**

- D10.1 The Consultant will submit an Initial Report that includes a summary of all background information identified in D6, and the confirmed evaluation metrics to be evaluated for each scenario as discussed in Section D9.2. refined approach for scenario evaluation based on coordination with the consultant and the Project Technical Steering Committee identified in D9.
- D10.2 The Consultant will submit a Final Report summarizing all information from D6 to D9 and providing a recommendation for default city-wide speed limits in Winnipeg.
- D10.3 The Consultant will allow suitable time for City review, comments, and approvals of all reports.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 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.

### **D12. SAFE WORK PLAN**

- D12.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D13. INSURANCE**

- D13.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D13.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any

- other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$ 500,000 per claim and \$ 1,000,000 in the aggregate.
- D13.2.1 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.
- D13.3 The policies required in D13.2(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.
- D13.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D13.2(a) and D13.2(b).
- D13.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D13.2(a) and D13.2(c).
- D13.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 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 D13.9.
- D13.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D13.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D13.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 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 D11;
    - (ii) evidence of the insurance specified in D13.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D14.3 The City intends to award this Contract by April 21, 2022.

## **D15. CRITICAL STAGES**

- D15.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Lower Speed Limit Pilot to begin in summer or fall 2022. Baseline vehicle speed data must be collected and pre-pilot phase engagement must occur prior to the neighbourhood pilots being implemented.
  - (b) Lower Speed Limit Pilot to conclude approximately 12 months later in summer or fall 2023.
  - (c) Initial Report to be completed within three months of the pilot commencement.
  - (d) Final Report to be completed within 12 months of the pilot commencement.

## **D16. COVID-19 SCHEDULE DELAYS**

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D16.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D16.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D16.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

## **THIRD PARTY AGREEMENTS**

### **D17. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D17.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D17.2 Further to D17.1, in the event that the obligations in D17 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D17.3 For the purposes of D17:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and

- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D17.4 Modified Insurance Requirements

- D17.4.1 If not already required under the insurance requirements identified in D13, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D17.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D17.4.3 Further to D13.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D17.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D17.5 Indemnification By Consultant

- D17.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D17.6 Records Retention and Audits

- D17.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D17.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D17.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D17.7 Other Obligations

- D17.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D17.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D17.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D17.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.