



# REQUEST FOR PROPOSALS

FOR

# CYCLING, TRAILS & SIDEWALK MASTER PLANS

RFP #: 2018-RFP-16

ISSUED ON: AUGUST 13, 2018

CLOSING DATE AND TIME: SEPTEMBER 4, 2018 AT 2:00PM LOCAL TIME

## Summary, Contents & Instructions:

### Summary:

Through this Request for Proposals, the District of Summerland invites Proposals for the development and completion of 3 master plans (a cycling network plan, a trails master plan, and a sidewalk master plan), which will guide the District of Summerland in the development of routes with appropriate amenities and infrastructure. All three plans must be complete no later than December 31, 2018. Further details on the Services required are provided in Part A herein.

This RFP document sets-out: the details of the Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal.

### Contents:

This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Services** – full details of the consulting Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the District will enter into with the selected Consultant
- **Part D: Submission Forms** – the forms a Respondent should submit in their Proposal

### Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

*Example:*



Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.

## Part A: The Services



This Part A provides details on the Services required by the District of Summerland. Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

### 1. Background – District of Summerland:

The District of Summerland (referred to herein as the “District”) is a municipality of approximately 11,600 residents, located in British Columbia’s Okanagan Valley, between Kelowna and Penticton. Further details on the District can be found at [www.summerland.ca](http://www.summerland.ca)

### 2. The Services – Master Plans:

The Consultant will perform all work required to prepare **three standalone reports**, as follows:

- i. Cycling Network Plan (maximum budget \$40,000);
- ii. Trails Master Plan (maximum budget \$30,000); and
- iii. Sidewalk Master Plan (maximum budget \$30,000)

The three reports will be consolidated into one combined document. All work required to prepare and deliver the three reports (referred to herein as the “Services”) shall be completed by the Consultant for a Fixed Lump Sum Contract Price.

Detailed objectives, requirements and deliverables for each report will include, but not be limited to, the following:

#### 2.1. Cycling Network Plan:

The Cycling Network Plan for Summerland will provide the District of Summerland guidance to develop safe and efficient cycling routes with the appropriate amenities and infrastructure to support cycling.

##### a) Plan goals/objectives:

- Create regional cycling connections to promote commuter cycling throughout the Okanagan
  - Connect to the RDOS (Regional District of Okanagan Similkameen) Cycling Network Plan (South of Summerland)
  - Connect to RDCO (Regional District of Central Okanagan) Brigade Trail (north of Summerland)
- Reduce vehicles on the road, traffic congestion and greenhouse gas emissions
  - Considerations to connect local cycling routes and amenities with regional public transit
  - Increase cycling ridership of residents to/from work, school, running errands, etc.

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- Identify requirements to create and improve safe routes for cyclists
  - Engage and include participation from community stakeholders, residents and regional representatives in the Plan development
- b) The Cycling Network Plan must include but not limited to:
- an update to the 2008 Summerland Bicycle Network (2008 Transportation Master Plan)  
(include Bicycle routes, pathways and other infrastructure integrated with the municipal and regional roadway network, pathways, park systems and transit services including on-street routes and off-street pathways)
  - design guidelines for bicycle infrastructure
  - strategies to minimize conflict between cyclists and motorists on commuter routes
  - strategies to ensure safe routes for cyclists
  - regional connections to commuter cycling corridors, transit and established cycling networks within and bordering Summerland
  - recommended cycling route maintenance policies and procedures
  - recommended end-of-trip bicycle facilities recommendations
  - capital expenditures – estimated costs of various cycling projects and anticipated timing of implementation
  - education and awareness recommendations – signage, route maps, events, safety awareness, etc.
  - consideration of the Ministry of Transportation & Infrastructure Bicycle Network Guidelines (see Exhibit A attached hereto).

The Consultant is required to gather and review all relevant information pertaining to the project including, but not limited to, record maps, community plans, applicable bylaws, engineering standards, digital mapping, drawings and previously prepared reports.

c) Meetings

The Consultant shall:

- Provide agendas for all meetings two days in advance of the meetings. Record meeting minutes, issues, decisions & action items for all meetings and distribute to all in attendance within three days of the meeting.

The following meeting reviews are anticipated for this project:

- Project kickoff
- 50% Completion review
- 90% Completion review
- 100% Completion review

d) Deliverables:

- Comprehensive Cycling Network Plan including all requirements as outlined in 2.1.b)
- Costing estimates of capital expenditures and proposed implementation plan
- Implement a regular project meeting schedule including a project kick-off meeting with all project team members
- Engagement process with includes participation from community stakeholders, residents and regional representatives

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- Draft reports submitted for District review and input at 50%, 90% and 100% stages of completion
- Presentation to District of Summerland Council

e) Important Resources:

The Cycling Network Plan must be consistent with best practices for cycling infrastructure design including:

- Bikeway Traffic Control Guidelines for Canada
- Guide for Development of Bicycle Facilities
- Urban Bikeway Design Guide
- Province of BC Bicycle Network Guidelines
- [Regional District of South Okanagan Regional Trails Resources](#) (including [Regional Trails Master Plan](#) and [Click, Hike & Bike](#))
- [Summerland Hiking & Biking Trails Map](#)

District of Summerland Plans:

- [Official Community Plan](#) (2015)
- [Community Climate Action Plan](#) (2011)
- [Transportation Master Plan](#) (2008)
- [Parks & Recreation Master Plan](#) (2018)

## 2.2. Trails Master Plan:

The Trails Master Plan for Summerland will provide the District of Summerland guidance on managing existing trails, identifying new trail requirements, and providing future recommendations which serves the diverse needs of the community.

Summerland is well-served for trails, with more kilometers of trails than the average and median for similar-sized BC communities.

Trail users are contributing to the regional tourism economy and there are opportunities to expand service as the sport continues to grow. There are several active trail user groups and clubs in the Summerland area, as well as service clubs that have contributed to the development of trails. Trail users have identified a pressing need for clarity on permitted uses and signage for wayfinding and promotion of trails and information on permitted uses. Trail users have also identified a need for management planning of natural areas.

a) Plan goals/objectives:

- Existing trails in Summerland are documented; new trails and amenities are identified
- Trails in Summerland meet the diverse needs of the community
- Trails connect neighbourhoods, parks and open spaces and community amenities
- Trails provide active transportation and recreation opportunities
- Trails are safe and maintained well
- Permitted uses of trails are identified, promoted and mitigate conflict
- Trails in natural areas are carefully planned to avoid and minimize impacts on ecologically sensitive or significant habitats, plants or animals.

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- Trail user groups, environmental groups and other stakeholders are involved in the development of the Plan and continue to collaborate after the Plan has been completed
- b) The Trails Master Plan must include, but not limited to:
- Identification of existing trails and trail networks (inventory provided by District)
  - Identification of recommended new trails and trail networks and decommissioning of existing trails
  - Recommendations on upgrades and/or new trail amenities
  - Snapshot of all trail user types and numbers/usage on trails
  - Geotechnical, archeological, environmental, cultural and historical considerations
  - Recommendations on managing usage to avoid user conflicts
  - Recommendations on how to address unauthorized trail building, supporting trail establishment and authorization under the Forest and Range Practices Act
  - Analyze maintenance requirements and identify maintenance standards
  - Identify emerging issues and develop strategies to address them
  - Review and highlight Environmentally Valuable Resources (EVRs) and ensure consideration of EVRs in the Plan. Recommendations to ensure EVRs and critical habitat and wildlife are protected in and around trails.
  - Capital expenditures – estimated costs of recommended trail projects and amenities and anticipated timing of implementation

The Consultant is required to gather and review all relevant information pertaining to the project including, but not limited to, record maps, community plans, applicable bylaws, engineering standards, digital mapping, drawings and previously prepared reports.

c) Meetings

The Consultant shall:

- Provide agendas for all meetings two days in advance of the meetings. Record meeting minutes, issues, decisions & action items for all meetings and distribute to all in attendance within three days of the meeting.

The following meeting reviews are anticipated for this project:

- Project kickoff
- 50% Completion review
- 90% Completion review
- 100% Completion review

d) Deliverables:

- Comprehensive Trails Master Plan including all requirements as outlined in 2.2.b)
- Costing estimates of capital expenditures and proposed implementation plan
- Implement a regular project meeting schedule including a project kick-off meeting with all project team members
- Engagement process with includes participation from community stakeholders, residents and environmental groups
- Draft reports submitted for District review and input at 50%, 90% and 100% stages of completion

- Presentation to District of Summerland Council

e) Important Resources:

[Summerland Trails Inventory](#) (2018)

District of Summerland Plans:

- [Official Community Plan](#) (2015)
- [Community Climate Action Plan](#) (2011)
- [Transportation Master Plan](#) (2007)
- [Parks & Recreation Master Plan](#) (2018)

### 2.3. Sidewalks Master Plan:

The Sidewalk Master Plan for Summerland will provide the District of Summerland guidance on managing and maintaining an efficient sidewalk network by identifying the existing sidewalk locations, determining missing links within the existing sidewalk network and providing recommendations for sidewalk in new development areas or areas that are proposed for re-development.

a) Plan goals/objectives:

- Existing sidewalks in Summerland are documented; new sidewalk locations and missing links are identified
- Sidewalks provide active transportation opportunities
- Sidewalks connect to trails which link neighbourhoods, parks and open spaces and community amenities
- Sidewalks are safe and maintained well

b) The Sidewalk Master Plan must include but not limited to:

- Identification of existing sidewalk networks
- Identification of recommended new sidewalk locations and missing links within the network
- Consider various factors such as geotechnical, archeological, environmental, cultural and historical considerations
- Incorporate best management practices and other industry standards including MMCD
- Identify emerging issues and develop strategies to address them
- Capital expenditures – estimated costs of recommended sidewalk projects and anticipated timing of implementation

The Consultant is required to gather and review all relevant information pertaining to the project including, but not limited to, record maps, community plans, applicable bylaws, engineering standards, digital mapping, drawings and previously prepared reports.

c) Meetings

The Consultant shall:

- Provide agendas for all meetings two days in advance of the meetings.
- Record meeting minutes, issues, decisions & action items for all meetings and distribute to all in attendance within three days of the meeting.

The following meeting reviews are anticipated for this project:

- Project kickoff
- 50% Completion review
- 90% Completion review
- 100% Completion review

d) Deliverables:

- Comprehensive Sidewalk Master Plan including all requirements as outlined in 2.3.b)
- Costing estimates of capital expenditures and proposed implementation plan
- Implement a regular project meeting schedule including a project kick-off meeting with all project team members
- Engagement process with includes participation from community stakeholders, residents and environmental groups
- Draft reports submitted for District review and input at 50%, 90% and 100% stages of completion
- Presentation to District of Summerland Council

e) District of Summerland Plans:

- [Official Community Plan](#) (2015)
- [Community Climate Action Plan](#) (2011)
- [Transportation Master Plan](#) (2007)
- [Parks & Recreation Master Plan](#) (2018)

#### **2.4. Schedule:**

The Services shall commence upon execution of the Contract, which is anticipated to be September 14, 2018. The Services can start at any time following contract execution. All deliverables must be complete no later than December 31, 2018.



## Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the District, and how the Consultant will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

### 1. Key Details:

#### 1.1. RFP Contact Person:

The point of contact at the District of Summerland for any queries or questions related to this RFP is:

- Lori Mullin, Recreation Manager
- [lmullin@summerland.ca](mailto:lmullin@summerland.ca)

All questions regarding this RFP must be submitted in writing prior to the Deadline for Questions detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits. The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the District shall not be held responsible for any misunderstanding by the Respondent.

#### 1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the District's discretion through the issuance of an addendum to this RFP.

<b>Event:</b>	<b>Date:</b>
Issue Date of this RFP	August 13, 2018
Deadline for Questions	August 24, 2018
Last Day for Issue of Addenda	August 27, 2018
RFP Closing Date and Time:	September 4, 2018 at 2:00 PM PST
Contract Execution Date (estimated)	September 14, 2018

#### 1.3. Site Meeting:

No Respondent's site meeting will be held for this RFP. Respondents should submit any questions they may have in accordance with Section 1.1 of this Part B.

#### 1.4. Submission of Proposals (Address, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Closing Location:** Proposals must be submitted at:  
District of Summerland District Hall  
13211 Henry Ave, PO Box 159  
Summerland, BC. V0H 1Z0

- **RFP Closing Date and Time:** Proposals must be received no later than the RFP Closing Date and Time detailed in section 1.2 above.
- **Proposal Format:** Two complete printed paper copies, together with one electronic copy (on USB drive, in PDF format), in a sealed envelope containing all the information required in the forms listed under Part D – Submission Forms. The envelope should be clearly marked with the name and address of the Respondent, as well as the words “2018-RFP-16 Cycling, Trails & Sidewalks Master Plans RFP”.

It is the Respondent’s sole responsibility to ensure that the Proposal is received before the RFP Closing Date and Time. Proposals sent by facsimile or email will not be accepted.

## 2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out in this section.

- 2.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the District in accordance with Section 5 of this Part B.
- 2.2. “District” means the District of Summerland
- 2.3. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the District and the successful Respondent to this RFP.
- 2.4. “Consultant” means the successful Respondent to this RFP who enters into a Contract with the District.
- 2.5. “Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.2 of this Part B.
- 2.6. “Proposal” means a Proposal submitted by a Respondent in response to this RFP.
- 2.7. “Respondent” means a person or entity that submits a Proposal to this RFP.
- 2.8. “RFP” means this Request For Proposals # 2018-RFP-16, including all Parts A to D.
- 2.9. “Section” means the numbered section of the referenced part of this RFP.
- 2.10. “Services” means the consulting Services which the District seeks to be provided by the Consultant, as outlined in Part A.
- 2.11. “Sub-Consultant” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

## 3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments must be submitted in the same way as the original Proposal, as detailed in Section 1.3 of this Part B. Amendments to a Proposal must be clearly labelled as such, must contain the RFP reference number and title, and the full legal name and legal address of the Respondent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.

#### 4. Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time.

#### 5. Addenda Issued by District:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the District may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (at <https://www.summerland.ca/business-economy/bid-opportunities>). Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the District may extend the Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Proposals should confirm receipt of all Addenda in Appendix A – Certification Form of their Proposal.

#### 6. Evaluation of Proposals & Award of Contract:

The District will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include the District’s Purchasing Consultant and stakeholders, as well as key District employees. The District’s intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

##### 6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

<b>Mandatory Criteria:</b>	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4
2	The Proposal must include the following completed form: <ul style="list-style-type: none"><li>• Appendix A – Certification Form</li></ul>

6.2. **Scored Criteria:**

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

Scored Criteria	Weighting	Minimum Score (Out of 100)
Total Fixed Lump Sum Contract Price (based on Appendix B submission)	25%	NA
Suitability of Methodology (based on Appendix C submission)	30%	50
Suitability of Project Team (based on Appendix D submission)	20%	50
Suitability of Company Experience (based on Appendix E submission)	15%	50
Ease of Accepting Proposed Exceptions to Contract (based on Appendix F submission)	10%	50

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

6.3. **Scoring Method:**

The following method will be used to score the scored criteria:

- **Total Fixed Lump Sum Contract Price:** Total Fixed Lump Sum Contract Price will be scored relative to other Respondents' Total Fixed Lump Sum Contract Prices using the following formula:
  - *Lowest Total Fixed Lump Sum Contract Price ÷ Respondent's Total Fixed Lump Sum Contract Price × Weighting = Score*
- **Other Criteria:** All other criterion (except Total Fixed Lump Sum Contract Price) will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.

6.4. **Clarifications & Remedy Period:**

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the District will allow the following remedies and clarifications at its sole discretion:

- **Remedy for missing Mandatory Criteria:** If the District finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the District may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the District to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.
- **Clarification of Proposals:** During evaluation of the scored criteria, the District may at its sole option, request further details or clarification from the Respondent and/or

third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the District may use this information to reassess and/or re-score the Proposal according to the scored criteria.

#### 6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the District. In the event that two or more Proposals have an equal total weighted-scored, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the District.

#### 6.6. Conclusion and Execution of a Contract

Neither the District nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the District, to conclude a Contract, it is expected that the District and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The District would seek to execute a Contract within 15 days of issuing an invitation to the Respondent to conclude a Contract. If the District and Respondent do not, for any reason, execute a Contract within this time-period, the District may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The District may then continue this process until a Contract is executed, or there are no further Respondents, or the District otherwise elects to cancel the RFP process entirely. For clarity, the District may discontinue discussions with a Respondent if at any time the District is of the view that it will not be able to conclude a Contract with that Respondent.

### 7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

#### 7.1. Proposals in English:

All Proposals are to be in the English language only.

#### 7.2. Only One Entity as Respondent:

The District will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The District will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Sub-Consultant. The

Respondent may include the Sub-Consultant and its resources as part of the Proposal and the District will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Consultants to be used in the Service must be clearly identified in the Proposal.

7.3. [Proposals to Contain All Content in Prescribed Forms:](#)

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The District may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. [References and Experience:](#)

In evaluating a Respondent's experience, as per the scored criteria, the District may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the District's own experience with the Respondent.

7.5. [RFP Scope of Work is an Estimate Only:](#)

While the District has made every effort to ensure the accuracy of the Services described in this RFP, the District makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. [Respondent's Expenses:](#)

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. [Retention of Proposals and FOIPPA:](#)

All Proposals submitted to the District will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Consultant's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. [Notification and Feedback to Unsuccessful Respondents:](#)

At any time up until or after the execution of a written Contract with the Consultant, the District may notify unsuccessful Respondents in writing that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with the District's Purchasing Department in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30

days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Respondents and the District's commercial interest.

**7.9. Conflict of Interest:**

All Respondents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The District may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.

**7.10. Confidentiality:**

All information provided to Respondents by the District as part of this RFP process is the sole property of the District and must not be disclosed further without the written permission of the District.

**7.11. No Contract A and No Claims:**

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the District are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the District for any damage or other loss resulting from a Respondent's participation in this RFP, including where the District does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the District not execute a Contract with the Respondent for any reason whatsoever.

**7.12. Right to Cancel RFP:**

Although the District fully intends to conclude a Contract as a result of this RFP, the District may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

**7.13. Governing Law and Trade Agreements:**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

## Part C: The Contract



This Part C details the Contract terms and conditions that the District will enter into with the Consultant at the conclusion of the process outlined in Section 6.6 of Part B.

The District and the successful Respondent shall enter into a Contract for the Services using the following terms and conditions:

### **AGREEMENT FOR CONSULTING SERVICES**

**BETWEEN:**                    **DISTRICT OF SUMMERLAND**  
District of Summerland District Hall  
PO Box 159, 13211 Henry Ave  
Summerland, BC. V0H 1Z0  
(the “District”)

**AND:**                         **COMPANY**  
\_\_\_\_\_  
\_\_\_\_\_  
(the “Consultant”)

GIVEN THAT the District wishes to engage the Consultant to provide certain services to the District and the Consultant wishes to contract with the District to provide such services to the District, THIS AGREEMENT is evidence that in consideration of the promises exchanged below, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the District and the Consultant agree as follows:

#### **1. Definitions**

In this Agreement, in addition to the words defined above,

- (a) “Consultant’s Proposal” means the Consultant's written proposal to the District for performance of the Services, dated \_\_\_\_\_, a copy of which is attached.
- (b) “District Representative” means Lori Mullin, Recreation Manager or such other person as the District may appoint in writing.
- (c) “Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- (d) “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.



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- (e) "Personnel" means any individuals identified by name in the Consultant's Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the District;
- (f) "RFP" means the Request for Proposals for the services issued by the District dated\_\_\_\_\_.
- (g) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) "Specifications" means the specifications, scope of work and other requirements for the Services set out in the RFP.
- (i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

**2. Consultant Services**

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

**The Consultant shall:**

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District Representative;
- (e) promptly pay amounts owing to the District under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

**3. Project Scope Modifications**

The Consultant is advised that the District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the Consultant is paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Consultant's work program, the Consultant shall not seek compensation for said delays. Further, no additional

works shall be undertaken in relation to this assignment without the prior written approval of District staff.

**3. Term**

This Agreement shall commence on \_\_\_\_\_ and expire on completion of the Services, which is to be no later than December 31, 2018.

**4. Consultant Personnel**

The Consultant will perform the Services using only the Personnel named in the Consultant's Proposal, unless otherwise approved in writing by the District Representative.

**5. Warranty as to Quality of Services**

The Consultant represents and warrants to the District that the Consultant and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Consultant acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

**6. Remuneration & Reimbursement**

The District shall pay the Consultant for the performance of the Services as follows:

A Fixed Lump Sum Contract Price of \_\_\_\_\_ excluding GST. This shall include for all labour, materials, supplies, travel and visits to the project site, overheads and profit, insurance, disbursements, expenses and all other costs and fees necessary to deliver the Services.

**7. Taxes**

The District shall be responsible for paying any goods and services taxes with respect to the provision of the services to the District.

**8. Invoices & Payment**

Not more than once each month, the Consultant may deliver an invoice to the District, in respect of the immediately preceding month, setting out a portion of the Fixed Lump Sum Contract Price claimed for Services performed in that preceding month, in accordance with the hours breakdown in the Consultant's Proposal. The District shall, to the extent the District is satisfied the Fixed Lump Sum Prices are for Services satisfactorily performed by the Consultant, pay the Consultant the Fixed Lump Sum Price(s) claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

**9. Hold Back or Set Off**

Notwithstanding the invoicing process detailed in clause 8, the District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Consultant has failed to comply with any requirements of the Contract, including adherence to the agreed milestones and schedule for the Services.

**10. District's Representative**

The District appoints the District Representative as the only person authorized by the District to communicate with the Consultant in respect of this Agreement. The District shall not be bound to the Consultant by communication from any person other than the District Representative or their delegate.

**11. Indemnity**

The Consultant shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Consultants and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Consultant, its employees, subconsultants or agents, connected with the performance or breach of this Agreement by the Consultant. The Consultant's obligations under this section shall survive the expiry or earlier termination of this Agreement

**12. Workers Compensation**

The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

**13. Insurance Requirements**

The Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The Consultant shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District and to:

- (a) name the District as additional insured
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;

Cycling, Trails & Sidewalks Master Plans

- (d) be primary and non-contributing with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the District Representative, acting reasonably.

**14. Errors & Omissions Insurance**

The Consultant shall, at the Consultant's expense, establish and maintain professional errors and omissions insurance, with the following minimum coverage limits:

- \$2,000,000 per occurrence; and
- \$5,000,000 aggregate.

The Consultant accepts responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the Service on the Project.

The Consultant's professional errors and omissions insurance shall remain in force for the Term of the Contract and for at least twenty-four (24) months after completion of the Services.

**15. Insurance Certificates**

The Consultant shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

**16. District May Insure**

If the Consultant fails to insure as required, the District may effect the insurance in the name and at the expense of the Consultant and the Consultant shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

**17. Termination at District's Discretion**

The District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Consultant. If the District terminates this Agreement under this section, the Consultant shall be entitled to be paid for all Services satisfactorily performed by the Consultant up to the date of such termination in accordance with this Agreement. The Consultant is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

**18. Termination for Default**

The District may terminate all or any part of, the Services by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this Agreement and the Consultant has not cured the breach, within five days after notice of the breach is given to the Consultant by the District; or
- (b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Consultant shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The District may set off against, and withhold from amounts due to the Consultant, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the District to complete all or any part of the Services.

## **19. Records**

The Consultant:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

## **20. Copyright & Intellectual Property**

All reports, plans, documents and information produced and created by the Consultant as part of the Services shall be owned by the District. In addition, the Consultant irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright may exist. Without limiting the foregoing, the

Consultant irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

**21. Agreement for Services**

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

**22. Withholding Taxes**

The Consultant will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

**23. Assignment**

The Consultant shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

**24. Time of the Essence**

Time is of the essence of this Agreement.

**25. Alternative Rights & Remedies**

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

**26. Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

- (a) To the District:  
District of Summerland  
District of Summerland District Hall  
PO Box 159, 13211 Henry Ave  
Summerland, BC. V0H 1Z0

Attention: Lori Mullin, Recreation Manager  
E-mail Address: lmullin@summerland.ca

(b) To the Consultant:

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Attention: \_\_\_\_\_

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

## **27. Interpretation & Governing Law**

In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

## **28. Binding on Successors**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

## **29. Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

**30. Waiver**

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

**DISTRICT OF SUMMERLAND**

by its authorized signatories:

\_\_\_\_\_

Mayor:

\_\_\_\_\_

Clerk:

\_\_\_\_\_

Date:

**CONSULTANT:**

by its authorized signatories:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:



## Part D: Submission Forms



This Part D contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

### Part D Contents:

This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Pricing Form
- Appendix C – Methodology Form
- Appendix D – Project Team Form
- Appendix E - Experience Form
- Appendix F – Exceptions to Contract Form

## APPENDIX A – CERTIFICATION FORM



Respondents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

### 1. Respondent Details:

Full Legal Name of Respondent:	
Other “DBA” Names the Respondent Uses:	
Registered Address:	
Respondent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

### 2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Respondent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the District and us, the Respondent, and that no contractual obligations shall arise between the District and us, the Respondent, until and unless we execute a written Contract with the District.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
  - i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;
  - ii. The Respondent has had access to confidential information of the District which is not available to other Respondents to this RFP.

- iii. The Respondent has influence over an employee of the District who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the District up until the Closing Date and Time:

Addendum #	Issued On Date:

4. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

## APPENDIX B – PRICING FORM



Respondents must complete the requested pricing in section 2 of this Appendix B – Pricing Form and include the completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. This section should be labelled in your Proposal as “Appendix B – Pricing Form”. No changes to this form must be made, except for completing the requested information in the spaces provided.

Respondents are reminded that the Fixed Lump Sum Prices for each Report Item must not exceed the following maximum budgets:

- Cycling Network Plan Maximum Budget: \$40,000 (excluding GST)
- Trails Master Plan Maximum Budget: \$30,000 (excluding GST)
- Sidewalk Master Plan Maximum Budget: \$30,000 (excluding GST)

### 1. Pricing Basis:

Pricing entered into the tables of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, except the GST which shall be itemized separately where indicated.
- b. The Total Fixed Lump Sum Contract Price is all-inclusive and includes for all labour, materials, supplies, travel, overheads, profit, insurance, site visits, expenses, disbursements, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c. Prices shall be firm for the entire Contract term.

### 2. Fixed Lump Sum Prices:

For completion of all Services as detailed in Part A, the Consultant shall be reimbursed as follows:

Scope of Work Item	Fixed Lump Sum Price
<b>Cycling Network Plan</b> – all Services as per the Scope of Work in Part A	\$
<b>Trails Master Plan</b> – all Services as per the Scope of Work in Part A	\$
<b>Sidewalk Master Plan</b> - all Services as per the Scope of Work in Part A	\$
Any Other Costs (specify if any):	\$
<b>TOTAL FIXED LUMP SUM CONTRACT PRICE:</b>	<b>\$</b>
GST:	\$

## APPENDIX C – METHODOLOGY FORM



Proposals should include, in a format of your choice, the details requested in this Appendix C – Methodology Form, as detailed under Section 6.2 (Scored Criteria) of Part B. This section of your Proposal must be labelled as “Appendix C – Methodology Form”.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of the methodology will include:

- Demonstration that the Respondent understands the work required and factors to be considered during the Services;
- Suitability of the method and approach proposed;
- Suitability of the schedule proposed; plus
- Suitability of level of effort and number of hours proposed as per the Task, Fee & Hours Breakdown.

### 1. Methodology:

Please provide, on separate sheet in a format of your choosing, details of the methodology to be employed by your firm and Sub-Consultants (if applicable) to deliver the Services outlined in Part A:

### 2. Schedule:

Please provide, on a separate sheet in a format of your choosing, details of the schedule and milestone dates for key phases for each of the three plans. This should clearly show how the deliverables will be completed by December 31, 2018.

### 3. Task, Fee & Hours Breakdown

Please provide a Task, Fee & Hours Breakdown. This Task, Fee & Hours Breakdown can be in a format of the Respondent’s choosing, but should detail the number of hours, cost per hour and all expenses and disbursements for each named personnel for each phase and for each of the three plans. The Task Fee Schedule total prices should correspond with the Fixed Lump Sum Price for each plan as proposed in Appendix B - Pricing.



## APPENDIX E – EXPERIENCE FORM



Proposals should include, in a format of your choice, the details requested in this Appendix E – Experience Form, as detailed under Section 6.2 (Scored Criteria) of Part B. Respondents should provide details on 3 projects completed in the last 5 years which are the most relevant and similar to the Services. Respondents should note that the District may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of experience will include:

- Suitability of experience with similar work and projects;
- Feedback from Client references, if the District chooses to contact references; and
- The District’s own experience.

### Project Experience #1

Client Company Name:	
Project Name:	
Date Respondent Started Work on Project:	
Date Respondent Finished Work on Project:	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

### Project Experience #2

Client Company Name:	
Project Name:	
Date Respondent Started Work on Project:	
Date Respondent Finished Work on Project:	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

### Project Experience #3

Client Company Name:	
Project Name:	
Date Respondent Started Work on Project:	
Date Respondent Finished Work on Project:	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

## APPENDIX F – EXCEPTIONS TO CONTRACT FORM



Respondents must complete all details requested in this Appendix E – Exceptions to Contract Form and include this completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

Evaluation Factors:

Factors to be considered during the evaluation in assessing the response to this Appendix will include:

- Ease for the District in accepting any proposed exceptions to the terms and conditions.

### 1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

#### STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Consultant.

We further understand that by selecting Statement A, the District will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

#### STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Consultant:  
(please detail specific exceptions, including clause # and wording change required, in space below):



**EXHIBIT A: Ministry of Transportation & Infrastructure Bicycle Network Guidelines**  
(as posted on the Ministry's Website):

A comprehensive bicycle plan is more than just a map of designated bicycle routes. Just as a road network plan or transit system plan encompasses a wide range of issues, a bicycle plan should do the same.

In addition to the bicycle network component, a comprehensive bicycle plan considers design guidelines, maintenance, end-of-trip facilities, a capital expenditure plan, supporting programs and on-going monitoring.

The key components of a comprehensive bicycle plan include:

**Goals & Objectives**

Include the goals and objectives to be achieved by the bicycle plan.

**Bicycle Network Plan**

A bicycle network plan includes bicycle routes, pathways and other infrastructure integrated with the municipal and regional roadway network, pathways, park systems and transit services. The bicycle network plan should include:

- On-street routes, which might include signed routes on local streets, wide curb lanes and bicycle lanes on collector roads and arterial roads and "enhanced" bikeways along local streets paralleling arterial roads,
- Off-street pathways and trails. Generally these would be multi-use pathways shared with pedestrians, runners, equestrians and in-line skaters,
- Other bicycle infrastructure, such as access ramps to bridges, underpasses and overpasses, bicycle-only traffic barriers, etc., and
- A strategy to minimize conflict between cyclists and motorists, particularly on commuter routes that are heavily congested.

The bicycle network plan should accommodate cyclists, who travel by bicycle to work, school and errands. Additionally, the bicycle network plan may accommodate recreational cyclists.

The bicycle network should provide direct access for cyclists to major destinations within a municipality or regional district as well as connections to regional and provincial bicycle routes. Examples of major destinations include schools, commercial and office centres, intermodal transportation centres and recreational areas.

**Design Guidelines**

Design guidelines for bicycle infrastructure, which have been integrated into roadway and development guidelines, should not only specify dimensions for various types of bicycle infrastructure, but should also address intersection configuration and laning, surface materials, grades, signage, pavement markings, bicycle crossings, illumination and means of accommodating cyclists during construction projects.

Although an adopted bicycle network plan is the only requirement for BikeBC funding, local governments are encouraged to incorporate these additional components into their bicycle plans to enhance bicycle use, safety, and to minimize an agency's potential liability and maximize cost effectiveness. Note that where bicycle network plans include cycling facilities within Provincial highway right-of-way, agreement must be received from the area operations manager.

**Maintenance Policies and Procedures**

In many cases, maintenance of bicycle infrastructure can be incorporated into existing road maintenance programs. Additional maintenance, particularly sweeping, may be required for off-street pathways and bicycle lanes. Increased maintenance may also be appropriate for high-use bicycle routes.

### **End-of-Trip Bicycle Facilities**

Plans and design guidelines for end-of-trip bicycle facilities should be provided for:

- Secure, long-term bicycle parking, such as bicycle lockers and bicycle rooms,
- Short-term bicycle parking such as bicycle racks, and
- Showers and clothing lockers.

### **Capital Expenditure**

A capital expenditure plan identifies estimated costs of various bicycle projects and the anticipated timing of implementation. Where possible, construction of bicycle infrastructure should be coordinated with other municipal roadway and transportation projects.

### **Supporting Programs**

To maximize the effectiveness and success of the bicycle plan, a strategy to implement supporting programs should be included. These programs include:

- Amendments to municipal plans and policies, such as official community plans, neighborhood plans, development guidelines and recreational plans.
- Programs to increase the awareness of cycling opportunities, the benefits of cycling and to encourage increased levels of cycling. Examples of these programs include bicycle route maps and bike-to-work events.
- Education programs directed at cyclists and motorists to promote safe cycling skills and encourage road users to share the road.
- Strategies to enforce applicable Motor Vehicle Act regulations
- Community involvement and communications strategies - including the creation of a Bicycle Advisory Committee - to include cyclists and other members of the community in the process of developing and implementing the bicycle plan.

### **Ongoing Monitoring**

An on-going monitoring plan collects information on how well the bicycle plan achieves established objectives and targets and enables the municipality or region to implement changes to the plan in later years as appropriate.