

1600-007-2/3576

Box #

IBI Group - Consulting

**Legal Administration - Contracts & Agreements - Authorized by
Clerk**

**CITY OF REGINA
CONSULTING SERVICES AGREEMENT**

Dated for reference February 9, 2012
(the "Agreement")

Between:

The City of Regina, a city continued under *The Cities Act*, c. C-11.1, S.S. 2002, (the "City")

— and —

IBI Group, being a firm carrying on business in partnership in Toronto, Ontario, by its agent **Brian Hollingworth**. (the "Consultant")

THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

Engagement

- 1.(1) The City engages the professional consulting services of the Consultant to provide professional consulting services (the "Services"), in connection with the project described as the **Downtown Traffic Study, Phase One and Two** and as also set out in further detail in the following attached documents which form an integral part of this Agreement:
 - a) the City's Request for Proposals for Consulting Services, issued December 1, 2011 as RFP #1970, a copy of which is attached as Schedule A to this Agreement (the "RFP"); and
 - b) the Consultant's Proposal dated December 15, 2011 which is attached as Schedule B to this Agreement (the "Proposal").
- (2) If there is a conflict or inconsistency between the provisions or obligations of this Agreement, then the dispute shall be resolved in accordance with the following documents, which are listed in priority:
 - (a) this Agreement;
 - (b) the RFP; and
 - (c) the Proposal.

Consultant's Covenants

2. The Consultant will:
 - (a) complete the Services related to Phase One to the satisfaction of the City on or before June 1, 2012;
 - (b) complete the Services related to Phase Two to the satisfaction of the City on or before, December 31, 2012;
 - (c) perform the Services with a degree of care, skill and diligence normally used when performing other similar services;
 - (d) obtain the City's prior written consent before hiring any third parties;
 - (e) maintain detailed records of hours worked and receipts for chargeable disbursements;

- (f) upon the City's request, allow the City to inspect and audit the records in (c) during normal business hours;
- (g) include a reference to Purchase Order # 124 on all invoices submitted to the City and forward all invoices to P.O. Box 5095, Regina, Saskatchewan, S4P 3M3 to the attention of 5th Floor City Hall.

City's Covenants**3. The City will:**

- (a) when the Consultant requests, provide the Consultant with information relevant to the Services;
- (b) promptly consider all preliminary documents relating to the Services presented to it by the Consultant and, when prompt action is necessary, inform the Consultant of its decisions so the completion of the Services is not delayed, or the Consultant is prevented from forwarding instructions to third parties in good time;
- (c) provide the Consultant with entry and ready access to property as is necessary to enable the Consultant to perform the Services; and
- (d) subject to section 5, pay the Consultant an all-inclusive fee (including any disbursements and expenses that the Consultant incurs in providing the services) of CDN\$ 285,188.00, plus all applicable taxes, for the Services in accordance with section 4 and as may be otherwise outlined in the Proposal.

Payment

- 4.(1) Subject to section 5 herein, the City will pay the Consultant at the hourly rate of CDN funds as per Exhibit 4.1, titled, Proposed Budget, plus all reasonable disbursements which must be verified by receipts up to an all-inclusive consideration of no more than CDN \$299,447.00, including all applicable taxes, for performing the Services.
- (2) Any amount of consideration or reimbursement over the amounts in subsection (1) must receive the formal written approval of the City before the City will become liable to pay the amount to the Consultant.
- (3) The City will make payments to the Consultant for the Services no later than 30 days after receiving an itemized invoice for all the Services provided and disbursements incurred in the 30 day period immediately prior to the date of the invoice.
- (4) The City may, in its sole discretion, delay its payment of any part of an invoice that is related to Services not yet performed or disbursements not yet incurred until the Services are performed and the disbursements are incurred.

Bonus and Non-Performance

- 5.(1) The Consultant acknowledges and agrees that (i) it is of utmost importance to the City that the Services relating to Phase One be completed on or before June 1, 2012 and (ii) if Consultant fails to complete the Services related to Phase One prior to June 1, 2012, the City will experience damages.
- (2) As an incentive for the Consultant to complete the Services related to Phase One on or before June 1, 2012, the City agrees that it shall pay to the Consultant a bonus of \$25,000.00 in addition to the fees and disbursements paid to the Consultant pursuant to section 4(1) of this Agreement in the event that the Consultant submits the Phase One Final Report to the City prior to May 15, 2012,
- (3) In the event that the Consultant fails to complete the Services related to Phase One on or before

June 1, 2012, the City shall assess liquidated damages as against the Consultant in the amount of \$500.00 for each day following June 1, 2012 that the Phase One Final Report is not received by the City (the "Liquidated Damages").

- (4) The Consultant acknowledges and agrees that, since it would be difficult to precisely ascertain or calculate the losses to the City in the event of the Consultant's non-performance of its obligations under this Agreement, the parties agree that the Liquidated Damages shall constitute a genuine pre-estimate of the damages that the City will suffer as a result of the Consultant's non-performance.
- (5) Where the City assesses Liquidated Damages against the Consultant as provided for in section 5.(2), the Consultant acknowledges and agrees that the City shall be authorized to deduct the amount(s) of such Liquidated Damages assessed against any invoices received from the Consultant pursuant to section 4(3). Where Liquidated Damages are assessed for any invoices that have already been paid, the City shall be entitled to deduct such Liquidated Damages against any following invoices or to recover such Liquidated Damages through any other right or remedy that the City may have under this Agreement or in law.
- (6) For further certainty, the rights and remedies referred to in this section 5 shall be considered without prejudice to any other right or remedy that the City may have under this Agreement or in law and shall not relieve the Consultant of any obligations under the Agreement in respect of the Services.

Ownership and Use of Documents and Confidentiality

- 6.(1) All documents prepared by the Consultant under this Agreement are the City's property, which has the right to print, reproduce and otherwise make use of the documents.
- (2) All concepts, products or processes developed by the Consultant that are capable of being patented or trademarked are the property of the Consultant.
- (3) The City has a permanent, non-exclusive, royalty-free licence to use any concept, product or process referred to in subsection (2).
- (4) The Consultant must obtain the City's written approval before using data or information on any other project, if the City has identified the data and information to be confidential.

Supplies, Equipment and Third-Party Services

7. The Consultant is solely responsible for all the office space, equipment, tools, supplies and third-party services that the Consultant considers necessary to complete the Services.

GST/PST

8. The Consultant warrants that the Consultant:
 - (a) is a registrant for the purposes of the Goods and Services Tax (Canada) (GST) with the following registration #85200 6741; and
 - (b) will remit the GST and the PST payable on the fees in section 3 as required by law.

Compliance with law

9. The Consultant will, at the Consultant's sole expense:
 - (a) obtain all required permits, licenses, authorizations, approvals and accreditation, including (without limitation) a business license from the City;

- (b) comply with all applicable laws, regulations, bylaws, orders and decrees of government or other authorities with jurisdiction; and
- (c) promptly pay all due taxes, duties, fees or other amounts imposed by law, any government, or other authority having jurisdiction, including all amounts required to be paid under *The Workers' Compensation Act, 1979*, as amended.

Consultant's Employees

- 10.(1) In this section, "**employee**" includes any individual director, officer, partner, sub-contractor, agent, employee or other person entering onto or having access to City-controlled or City-owned property at the request of the Consultant, whether to perform any of the Consultant's covenants under this Agreement or not.
- (2) During the period when any employee of the Consultant is on or has access to City-controlled or City-owned property, the Consultant shall, at her own expense, ensure that the employee:
- (a) is directed, supervised and, if necessary, disciplined by the Consultant;
 - (b) conforms to the City's standards of behaviour;
 - (c) complies with all on-site City safety and security requirements;
 - (d) obtains emergency treatment if the employee is injured; and
 - (e) is not accompanied by any acquaintance, family member or other person unless the person is an employee of the Consultant and the person's attendance at the City's property is necessary for the performance of this Agreement.
- (3) The City may review, approve, or require a change of any of the Consultant's employees, including the Consultant, who perform covenants under this Agreement on or in connection with City-controlled or City-owned property.
- (4) The Consultant and its employees are not and shall not ever be considered employees of the City within the meaning of *The Labour Standards Act* of Saskatchewan (or any other statute, regulation or law) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the covenants of this Agreement.
- (5) The Consultant shall not offer employment to an employee of the City during the term of this Agreement and for a period of 6 months immediately after the end or other termination of this Agreement.
- (6) The Consultant is solely responsible for ensure that it and its employees fully comply with *The Occupational Health and Safety Act, 1993* (Saskatchewan).

Workers' Compensation

- 11.(1) The Consultant shall comply with *The Workers' Compensation Act, 1979* (Saskatchewan).
- (2) The Consultant shall provide the City with a copy of a certificate from the Workers' Compensation Board showing that the Consultant is registered and is in good standing with the Board or that the Consultant is excluded from the provisions of *The Workers' Compensation Act, 1979* (Saskatchewan).
- (3) The Consultant shall indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Consultant's provision of the Services, the provision of the Services by a subcontractor of the Consultant or if the City is held liable for any damages or injury to any employee, partner, or subcontractor of the Consultant while on City-

controlled or City-owned property.

Confidentiality

12.(1) The Consultant will:

- (a) keep strictly confidential any confidential information of the City, as identified by the City upon provision of such information (the "City's Confidential Information"), of which the Consultant (including the Consultant's individual partners, employees, contractors, and agents) obtains knowledge of or to which it has access; and
 - (b) ensure that its individual partners, employees, contractors, and agents:
 - (i) only have access to the City's Confidential Information or other information as is strictly necessary for the performance of their particular role in performing the Consultant's covenants under this Agreement; and
 - (ii) are aware of and comply with clause (a).
- (2) Subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), the City will keep strictly confidential any confidential information of the Consultant, as identified by the Consultant upon provision of such information (the "Consultant's Confidential Information"), of which the City (including the City's employees, contractors, and agents) obtains knowledge of or to which it has access.

Termination

13.(1) The City may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement by written notice to the Consultant if the Consultant:

- (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors;
 - (c) has its goods and chattels liable to seizure by any secured party or lienholder;
 - (d) has its goods made subject to a valid writ;
 - (e) becomes the subject of any Act respecting liquidation or winding-up; or
 - (f) breaches this Agreement and the breach is not remedied within 30 calendar days from a notice of the default being given to the Consultant by the City.
- (2) If the City terminates this Agreement according to subsection (1), the City shall pay the Consultant the cost of the Services completed and disbursements incurred by the Consultant that remain unpaid on the date of termination.
- (3) The City may terminate this Agreement without cause by giving 60 calendar days prior written notice to the Consultant.
- (4) Once the Consultant receives the written notice of termination in accordance with this section, the Consultant will perform no further work towards the completion of the Services.
- (5) If the City terminates this Agreement according to this section, the City will pay the Consultant the cost of the Services completed and disbursements incurred by the Consultant that remain unpaid on the date of termination.
- 14.(1) The Consultant may, without prejudice to any other right or remedy it may have, terminate this Agreement by written notice to the City if the City breaches this Agreement and the breach is not

- remedied within 30 calendar days from a notice of the default being given to the City by the Consultant.
- (2) If the Consultant terminates this Agreement according to subsection (1), the City will pay the Consultant the cost of the Services completed and disbursements incurred by the Consultant that remain unpaid on the date of termination.
- 15.(1) If the Consultant's Services are suspended by the City at any time for more than 30 calendar days through no fault of the Consultant, then the Consultant shall have the right, at any time until such suspension is lifted by the City, to terminate this Agreement upon giving written notice to the City.
- (2) In the event of subsection (1), the Consultant shall be paid by the City for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension.
16. If the Consultant is practising as an individual and is unable to satisfactorily perform the Services for a period of 30 calendar days or for an aggregate of 45 calendar days in any 3 month period, the City may terminate this Agreement upon giving 30 calendar days written notice to the Consultant, and shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.
17. If the Consultant is practising as an individual and dies before the Services have been completed, this Agreement shall terminate as of the date of death, and the City shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.
18. If this Agreement is terminated, the Consultant will provide the City with a copy of all documents and data related to the Services developed as of the date of termination.

Arbitration

- 19.(1) All matters in dispute under this Agreement may be submitted to a single arbitrator appointed jointly by the Consultant and the City.
- (2) If the Consultant and the City cannot agree to the single arbitrator to be appointed in subsection (1), the arbitrator will be appointed by reference to a judge of the Court of Queen's Bench of Saskatchewan.
- (3) The award of the arbitrator is final and binding upon the City and the Consultant.

Insurance

20. During the term of this Agreement, the Consultant will:
- (a) maintain general comprehensive liability insurance in the amount of \$2,000,000.00 dollars per occurrence;
 - (b) maintain professional liability insurance in the amount of \$1,000,000.00 dollars; and
 - (c) in the event that automobiles are required to provide the Services, maintain automobile accident liability in the amount of no less than \$1,000,000.00 dollars per occurrence.
21. Insurance proved under this Agreement shall contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies.
22. The Consultant is solely responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by this Agreement.

23. The Consultant shall ensure that all insurance policies required by this Agreement contain an endorsement by the insurer that states that the policies and coverage thereunder shall neither be amended or cancelled until 30 calendar days after written notice to such effect has been given to all named insureds.
24. The City of Regina shall be named as an additional insured on all policies of insurance with respect to the Consultant's activities as they relate to this Agreement.
25. The Consultant shall provide the City with proof of the insurance required pursuant to this Agreement in a form satisfactory to the City's Risk Manager.

Incident Notification

26. The Consultant shall, within 7 days of becoming aware of the incident, notify the City of any incident that may result in a claim against either the Consultant or the City, including, but not limited to such losses as, property damage to City assets, third party property damage, injury or death of any Consultant member, employee, instructor or volunteer and any third party bodily injury.

Indemnity

- 27.(1) In this section, "City" includes the City's officers, agents, employees and affiliates.
- (2) The Consultant will fully indemnify the City and hold the City harmless from and against any and all claims, demands, suits, causes of action, losses, damages, liabilities and costs relating to, arising out of, or connected to, directly or indirectly, with the Consultant's activities under this Agreement including, without limitation and no matter when asserted, claims relating to:
 - (a) the City's use of confidential information;
 - (b) the injury (physical or psychological) or death of any person; and
 - (c) damages to or loss of any property.
- (3) The indemnity in subsection (2) does not apply to the extent that any claim results from an act or omission amounting to the City's negligence, breach of contract, legal or wilful misconduct or non-compliance with a statute, rule or regulation.

Conflict of interest

28. (1) The Consultant will not undertake other work that creates or might create a conflict of interest with the provision of the Services without the City's prior written consent.
- (2) The Consultant will not serve as a member of any of the City's advisory committees or subcommittees during the term of this Agreement.

Assignment and Sub-Contracting

- 29.(1) Neither the City nor the Consultant may assign this Agreement without the prior written consent of the other party.
- (2) The Consultant must not sub-contract or give honouraria for the performance of any part of the Services without the City's prior written consent.
- (3) Any consent given according to subsection (2) will not relieve the Consultant from the Consultant's obligations under this Agreement or impose any liability on the City related to the subcontractor.

Independent contractor

- 30.(1) The Consultant's performance of this Agreement does not create an employee/employer relationship

between the Consultant and the City; the Consultant and the City are independent and each of them shall not state, imply or knowingly permit anyone to infer that any other relationship exists between them without the other party's prior written consent.

- (2) The Consultant and anyone the Consultant employs or allows to perform any part of the Services are not and will not ever be considered employees of the City within the meaning of *The Labour Standards Act* of Saskatchewan (or otherwise) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the Services.
- (3) The Consultant acknowledges that:
 - (a) the consideration provided to the Consultant by the City under this Agreement is income and subject to the provisions of the Canadian *Income Tax Act*, the *Canada Pension Plan*, and the *Employment Insurance Act*;
 - (b) the Consultant is solely responsible for remitting any amounts that the statutes listed in clause (a) require to be remitted; and
 - (c) if a decision-maker of competent jurisdiction decides that the City ought to have remitted any amounts that the statutes in clause (a) require to be remitted, then the Consultant will pay the City an amount equal to the amount the City is required to remit and all the costs (including solicitor-client costs) that the City incurs as a result of the Consultant failing to remit the amounts.
- (4) If the Labour Standards Branch of the Saskatchewan Department of Labour or the Canada Revenue Agency (CRA) (or both of them) determines or deems the City to be an employer under this Agreement, then the Consultant agrees that the Services performed under this Agreement should be considered entirely of a managerial character.

Notices

- 31.(1) Any notice given according to this Agreement must be in writing and may be hand-delivered or by sending it by prepaid registered mail, addressed to:

the City at:

City of Regina
8th Floor, 2476 Victoria Avenue,
P.O. Box 1790
Regina, SK S4P 3C8

Attention: Max Zasada

the Consultant at:

IBI Group
5th Floor, 230 Richmond Street West
Toronto, ON M5V 1V6

Attention: Brian Hollingworth

or to an alternate address that a Party may advise the other by notice.

- (2) A notice mailed according to subsection (1), is deemed given on the third business day after the date the notice is postmarked.
- (3) If postal service is substantially delayed, all notices must be hand-delivered.

Force Majeure

32. If either party is delayed or prevented from performing any obligation under this Agreement due to fire, flood, explosion, acts of God, war, civil disturbance, strikes or other cause beyond the control of the party affected (except by reason of the financial condition of the party), the time for performance will be extended by the period of the delay.

No waiver or estoppel

33. The acquiescence of one party to any breach of this Agreement by the other party will not operate as a waiver or estop the party not in breach from enforcing this Agreement against the other party.

Cumulative rights

34. Any rights and remedies created in this Agreement are cumulative and in addition to any rights and remedies provided or available at law or in equity.

Entire agreement and amendments

- 35.(1) This Agreement, including all referenced Schedules and Appendices, represents the entire and exclusive agreement between the parties and supersedes all prior contracts, undertakings, representations and understandings, written or oral, between the parties.

- (2) Any amendments to this agreement must be written and formally executed by the parties.

Severability

36. If any term in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the offending term will be severed from this Agreement and its invalidity or unenforceability will not affect the remaining terms, which will be construed as if the offending term never existed.

Conflict of laws

37. The law in force in Saskatchewan governs this Agreement.

Benefit

38. This Agreement will inure to the benefit of and be binding upon each party, their heirs, executors, administrators, successors and permitted assigns.

Counterparts

39. This Agreement may be executed by the parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document. The parties may execute this Agreement by facsimile and such facsimile(s) will have the same effect as an originally executed document.

THIS AGREEMENT EXECUTED BY:

The City of Regina on February 22, 2012

<affix corporate seal>

Per:

[Signature]
City Clerk



IBI Group, being a firm carrying on business in partnership in Toronto, Ontario, by its agent, Brian Hollingworth on the Feb 14, 2012

Signature Removed

Signature Removed

Per:

Brian Hollingworth, Director
Bruce Mori

SCOTT STEWART
MANAGING DIRECTOR

Witness

*- OR -

AFFIDAVIT OF SIGNING AUTHORITY - PARTNERSHIP

CANADA

SASKATCHEWAN

I, BRUCE MORI of Toronto, Ontario,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a partner and duly authorized agent of **IBI Group** ("Consultant") named in the Consulting Services Agreement to which this Affidavit is attached.
2. I am authorised by the Consultant to execute the Consulting Services Agreement and bind the Consultant to its terms

Sworn/Affirmed before me at *, Toronto, ON
on February 14th, 2012
Month Date

Signature Removed

Signature Removed

A Commissioner of Oaths or Notary Public in and for
the Province of Saskatchewan.
Being a lawyer —or—
My appointment expires:

Signature of Signing Authority

Jennifer Jane Osther, Notary Public,
City of Toronto, limited to the attestation
of instruments and the taking of affidavits,
for IBI Group and its affiliates.
Expires 29th day of May 2012.

Request for Proposals

Professional Consulting Services

Downtown Transportation Study Phases One and Two

RFP # 1970

Submission Deadline: 2:00 p.m., C.S.T., Thursday, December 15, 2011

City of Regina



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1.0 INTRODUCTION

1.1 Purpose

The City of Regina recognizes that traffic flow in the downtown has been increasing along with Regina's growing population. The Downtown Transportation Study (DTS) is intended to address current and future (20 years) transportation issues relating to the downtown, including but not limited to vehicular traffic flow, transit operations, parking recommendations, streetscape design, pedestrians, active transportation and accessibility issues.

The DTS will evaluate the existing transportation system in the downtown. It will follow the guidelines that are set out in the Downtown Neighbourhood Plan, identify current and future opportunities and issues, prioritize them accordingly, and identify short term and long term solutions along with cost estimates.

The purpose of the DTS is to define and evaluate transportation alternatives that will make the study area more accessible and provide better mobility.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified consultants to complete Phase One and Phase Two of the DTS in accordance with the outlined scope of work and work schedule.

1.2 About Regina

Regina is the capital of Saskatchewan and the 16th largest city in Canada with a population of nearly 200,000. It is located in the south central area of the province and covers an area of about 146.76 sq km. Alberta is to the west and Manitoba is to the east while Saskatchewan borders the American states of Montana and North Dakota.

Regina is the sunniest capital city in Canada. Summer temperatures average 23 degrees Celsius or 73 degrees Fahrenheit. Winter temperatures average -11 degrees Celsius or 12 degrees Fahrenheit and winter lasts from about mid-November until early March.

More information about Regina can be found at this link:

<http://www.regina.ca/Page201.aspx>

1.3 Background

The City of Regina recognizes that traffic flow in the downtown has been increasing along with Regina's growing population. The City's downtown is defined to be the area bounded by Saskatchewan Drive to the north, Osler Street to the east, College Avenue to the south and Angus Street to the west. The area between Saskatchewan Drive to the north and Victoria Avenue to the south is considered to be the commercial hub and is home to numerous office towers, parkades, condos, boutiques, restaurants, and the Cornwall Center, the largest mall in the City. The area between Victoria Avenue and College Avenue is a mixture of residential (houses, apartments and high rise condos) and light commercial.

Recently, the City completed construction of the City Square Plaza, a multi-use space encompassing 12th Avenue from Lorne Street to Scarth Street. City Square was initially designed to be a festival and multi-use space for a wide range of programming including

festivals, the farmer's market, outdoor ice rink, etc. The City expects to program the space for 200 days per year.

City Square Plaza was also designed to accommodate vehicular traffic during non-programming days. The plaza was designed as a "naked streets" concept, which is described as having no lane or traffic markers, reduced speed throughout the site (posted speed of 30 kilometers per hour), and is considered to be a space in which pedestrians have priority over vehicles. There is no accommodation for transit, large trucks, or parking/stopping of any vehicles on the plaza space.

Prior to the construction of City Square, 11th Avenue operated as a one-way westbound roadway and 12th Avenue operated as a one-way eastbound roadway. Transit services utilized this loop. All north/south streets within the downtown operated as one-way roadways as well. When 12th Avenue between Lorne Street and Scarth Street was closed to accommodate the construction of the City Square plaza, 11th Avenue and 12th Avenue were transformed into two-way roadways. The closure of 12th Avenue diverted all of the traffic onto 11th Avenue. This has resulted in numerous delays during rush hour traffic on 11th Avenue.

With construction on the City Square project nearing completion, City Council is contemplating the idea of keeping the space closed to vehicular traffic on a permanent basis. This would allow the City greater flexibility to program the space for events, help maintain the aesthetic features of the plaza space and provide a pedestrian destination downtown. However, Council is also mindful of the traffic issues created by the closure of the space on other areas of the downtown, specifically on the 11th Avenue corridor.

Downtown Regina is in a state of growth. There are numerous new towers that have been announced and/or under construction. Mindful of these issues and the fact that traffic has been and will continue to increase, City Council has authorized that the DTS be completed to address current and future transportation issues in the downtown. Phase One, which is intended to study the 11th Avenue and 12th Avenue corridors, must be completed by June 1, 2012.

1.4 Project Description

The DTS is divided into three (3) phases, which are described as follows:

- Phase 1: 11th Avenue and 12th Avenue Corridors (Albert Street to Broad Street) and all north/south streets and alleys in between);
- Phase 2: Downtown Core: Saskatchewan Drive to 13th Avenue; Angus Street to Osler Street)
- Phase 3: Entire Downtown: Saskatchewan Drive to College Avenue; Angus Street to Osler Street.

The City requires the services of a qualified consulting firm to work closely with the City's DTS Project Team for Phase One and Phase Two of the DTS as outlined in Section 2.0 of this document.

2.0 PROJECT SCOPE

2.1 General

General Services include:

- Execute a Consulting Services Agreement. A copy of the City's Standard Agreement is attached as Appendix B;
- Provide details of insurance acceptable to the City;
- Obtain a full understanding of project needs;
- Identify all agencies involved and carry out appropriate communications and submittals; and
- Prepare a project plan and schedule and submit to the City for approval. Schedule frequent meetings with the City as may be required to track progress to ensure that target dates and objectives are met.

2.2 Assessment of Existing Conditions

The DTS Consultant is expected to gain a sound understanding of current transportation issues within the downtown. This will include the review of all applicable planning studies, data, policies, documents and reports. The DTS Consultant should become aware of the historical forces that have shaped development in the downtown, as well as immediate and long term future planning for the downtown.

The DTS Consultant is expected to review with the project team a variety of background information, and engage in site visits and interviews to gain an understanding of the community and its opportunities and constraints.

Using the data, background reports and studies, as well as site inspections and investigation, the DTS Consultant will be required to work with the Project Team to determine the current and future potential for opportunities, barriers and ways and means to overcome them.

2.3 The Overall DTS

The DTS will be led by the Infrastructure Development Branch of the Development Engineering Department in the Community Planning and Development Division. The DTS Consultant is expected to work cooperatively with various City personnel, stakeholders and other consultants. A Project Team comprised of representatives from key City Departments will be established to ensure all major issues are adequately addressed throughout the study. The DTS Consultant will be asked to participate in technical committee meetings as required.

2.3.1 Phases

The DTS will be undertaken in three phases, though this request for proposals is solely for Phase One and Phase Two of the DTS. The following Phase descriptions are subject to change:

Phase One: 11th Avenue and 12th Avenue Corridors: Albert Street to Broad Street and all north/south streets and alleys in between

Phase One will study current issues and provide immediate and long term solutions for the 11th Avenue and 12th Avenue corridors described above, as well as the intersection of Broad Street and Saskatchewan Drive. The major focus will be on the City Square Plaza site.

In addition to identifying and evaluating the above considerations, the DTS Consultant will be expected to:

- City Square plaza: Evaluate different operation alternatives and determine a recommended traffic flow pattern for the entire corridor and recommending if City Square should remain as pedestrian only (closed to vehicles), open as a one-way roadway or open as a two-way roadway;
- Consider other traffic flow options for City Square, including but not limited to: allowing traffic flow after hours, seasonal traffic flow, or limited access and egress (i.e. permitting the Cornwall Street southbound right turn onto 12th Avenue);
- Based on the recommended alternative, recommend and design immediate and future traffic modifications for 11th Avenue and 12th Avenue corridors to mitigate traffic congestion including:
 - Traffic signal adjustments (including, but not limited to timing, synchronization, allowance for left turns, transit priority, etc.)
 - Lane designations / on-street parking considering, including, but not limited to, the following options:
 - Two-way left turn lane for 11th Avenue;
 - Assess options related to parking policies for 11th Avenue;
 - Install turn lanes on 11th Avenue;
 - Analyze existing city bus routes and stops within the Downtown area, propose efficient design changes, review transit hub locations (both on street and off street), bus routing alternatives and develop a Downtown transit operations strategy to provide enhancement, efficiency and effectiveness recommendations;
 - Improved intersection and road geometry;
 - Review existing on-street and off-street parking patterns. Recommend on-street parking accommodation and locations for key way-finding and directional signage to additional downtown parking areas.
 - Delivery and service vehicle accommodation;
- Recommend and design immediate and future traffic modifications for:
 - All north/south streets and alleys between 11th Avenue and 12th Avenue (McIntyre Street to Rose Street);
 - Connections to Broad Street and Albert Street
- Recommend pedestrian amenities and techniques that serve to enhance the attractiveness and walk ability in the downtown area;
- Selected intersections of interest shall be evaluated to determine their likely performance under the model scenarios. The selected intersections should represent locations that are currently congested during the peak hours of travel. The intersections should be examined for their impact on traffic flow and provide recommendations on signal timing, signal modifications, channelization and other intersection/geometric improvements. The immediate impact on current downtown businesses shall be considered.
- Determine whether or not the F.W. Hill Mall should be open to vehicular traffic

- based on a traffic flow viewpoint;
- Recognize the impacts of the recommended plan to other major downtown thoroughfares (Victoria Avenue and Saskatchewan Drive);
- Organize three (3) public consultation meetings, three (3) stakeholder meetings and one (1) Council presentation;
- Develop a recommended plan for short term and long term solutions including timelines and a cost estimate, considering all of the issues as described above as well as a justification for those choices;
- Identify tasks and issues requiring further study in Phase Two.

Please note that the condition of the existing pavement structures on these streets must be considered prior to providing Phase One recommendations. As well, there is a concurrent project to reconstruct Lorne Street (12th Avenue to 11th Avenue) to a full two-way transit servicing roadway.

Phase One draft recommendations are required to be submitted to the City of Regina for review by May 1, 2012, with a final report to be submitted to the City by June 1, 2012. Public engagement and Council participation will be required.

Phase Two: Downtown Core: Saskatchewan Drive to 13th Avenue; Angus Street to Osler Street

Phase Two will study transportation issues in the area defined above and study the impact of the outcome of Phase One. It will focus on a wider network basis as compared to a corridor basis for Phase One. The DTS Consultant will be required to develop a recommended plan for immediate and long term transportation improvements including timelines and cost estimate for the following issues:

- Transit routing and operations
- Bike lane and active transportation routing;
- Accessibility issues;
- On-street parking recommendations;
- Underground infrastructure condition and assessment (to be completed in a separate study)
- Taxi stand locations;
- Paratransit loading locations;
- Service and delivery vehicles;
- Other issues as identified.

Please note that the condition of the existing pavement and sidewalk structures must be considered with providing the Phase Two recommendations.

Phase Two recommendations are to be submitted to the City on or before December 31, 2012. Public engagement and Council participation will be required.

Phase Three: Full Downtown: Saskatchewan Drive to College Avenue; Angus Street to Osler Street

Phase Three will study the transportation issues in the area defined above. The City may engage the DTS Consultant to conduct Phase Three subject to satisfactory

performance and acceptance of Phase One and Phase Two, as well as the approval of subsequent budget. The Consultant will be required to develop a recommended plan for immediate and long term transportation improvements including timelines and cost estimates while considering the same issues identified in Phase One and Phase Two, plus:

- Develop a traffic circulation plan with preliminary design details for all proposed intersection and roadway modifications including traffic signal modifications.
- Provide a preliminary cost estimate for the proposed modifications
- Streetscaping and landscaping
- Bulb out locations
- Conversion of 13th Avenue, 14th Avenue or 15th Avenue to two-way roadways;
- Modal shifts;
- Other issues as identified.

Phase Three recommendations are to be submitted to the City on or before December 31, 2013. Public engagement and Council participation will be required.

2.3.2 Transportation Master Plan (TMP) Alignment & Downtown Neighbourhood Plan (DNP)

The DTS will be completed in conjunction with the TMP project currently underway and being led by the TMP Consultant and City staff. The Downtown Neighbourhood Plan (DNP) was completed in 2009. Future traffic recommendations from this report must be within the framework outlined by the DNP.

2.4 DTS - Phase One Deliverables

The scope of work and expected deliverables for this study (Phase One of the DTS) are as follows:

2.4.1 Existing Conditions Summary Report

Review all literature and data and provide a summary report of existing transportation conditions on the 11th Avenue and 12th Avenue corridors. A detailed list of available information can be found in Appendix A, however the DTS Consultant is expected to identify and inquire about any missing data they feel pertinent to be included.

2.4.2 Stakeholder Engagement

The DTS Consultant will be required to assist the Project Team with identifying all stakeholders that should be involved in Phase One of the DTS project. In accordance with the corporate communications strategy (to be created by the City), the DTS Consultant will draft letters to stakeholders to be sent by the City to introduce the project and request any information (data, reports, etc.) needed for the DTS. The DTS Consultant will also organize three (3) stakeholder meetings. All stakeholder engagement and materials are at the discretion of corporate communications.

2.4.3 Public and Council Engagement

In accordance with the corporate communications strategy (to be created by the

City), the DTS Consultant will be required to lead three (3) public engagement sessions and one (1) Council engagement session. The first session will be used to gauge public opinion and concerns on the existing conditions, and the second (and Council engagement session) will be used to present the Recommended Plan. All public and Council engagement and materials are at the discretion of corporate communications.

2.4.4 Capacity Analysis

Using the Synchro & SimTraffic (Version 8) model provided by the City, the DTS Consultant shall simulate the traffic circulation for both the existing conditions and future 2035 horizon with the proposed alternatives recommended by the study. The DTS Consultant is also expected to use VISSIM traffic modelling software in order to accurately model transit operations within the study area. Analysis of alternatives must show network conditions during peak and non-peak times, and must reflect existing trips and mode split with existing transportation network, as well as future trips and mode split with existing-plus-proposed network. The year 2035 will be used to determine the future scenario.

The goal of Phase One of the DTS is to provide a recommendation on the vehicular use of the City Square Plaza, and improve the efficiency of the existing road network capacity, improve the efficiency of transit operations, optimize parking, accommodate delivery and service vehicles, and consider pedestrian, active transportation, and accessibility issues for the 11th Avenue and 12th Avenue downtown corridors and the streets and alleys between them.

The DTS must take into consideration the on-going and planned work already being undertaken by the City, including new developments. In addition to desktop review, consideration will be given to those consultants who utilize site visits or local personnel to gain additional understanding of baseline conditions.

2.4.5 DTS Tasks for Phase One

Baseline Review & Analysis

Task 1 Review existing policies, plans, guidelines, data and regulations which may affect implementation of potential DTS improvements and identify any gaps or modifications needed to these documents.

Identify DTS Objectives

Task 2

- Stakeholder identification and consultation (City staff, external stakeholders such as business associations, institutions and major employers).
- Develop DTS objectives suitable for Regina.
- Summarize findings.

- Evaluation of DTS improvements in a City of Regina context
 - Assess and rank potential DTS improvements in terms of, but not limited to, cost, timing, ease of implementation, City responsibilities, stakeholder impacts and support, anticipated public reaction, desired effect on overall efficiency of transportation systems downtown.
- Task 3**
- Ensure DTS recommendations are relevant and realistic for implementation in the City of Regina context.

DTS Phase One Final Report and Implementation Plan

- Upon approval of Draft DTS Plan, finalize the report and create an implementation plan featuring immediate and future long-term recommendations.
- Task 4**
- Identify opportunities to coordinate efforts with other in-progress and planned programs/projects.
 - Address implementation needs such as service/program requirements, marketing and education.
 - Provide staffing and budget estimates.
 - Provide monitoring/performance evaluation plan.
 - Present findings to City Council if required.

2.5 DTS - Phase Two Deliverables

The scope of work and expected deliverables for this study (Phase Two of the DTS) are as follows:

2.5.1 Existing Conditions Summary Report

Review all literature and data and provide a summary report of existing transportation conditions in the area bound by Saskatchewan Drive on the north, 13th Avenue to the South, Angus Street to the West and Osler Street to the east. A detailed list of available information can be found in Appendix A, however the DTS Consultant is expected to identify and inquire about any missing data they feel pertinent to be included.

2.5.2 Stakeholder Engagement

The DTS Consultant will be required to assist the Project Team with identifying all stakeholders that should be involved in Phase Two of the DTS project. In accordance with the corporate communications strategy (to be created by the City), the DTS Consultant will draft letters to stakeholders to be sent by the City to introduce the project and request any information (data, reports, etc.) needed for the DTS. All stakeholder engagement and materials are at the discretion of corporate communications.

2.5.3 Public and Council Engagement

In accordance with the corporate communications strategy (to be created by the City), the DTS Consultant will be required to lead two (2) public engagement sessions and one (1) Council engagement session. The first session will be used to gauge public opinion and concerns on the existing conditions, and the second (and Council engagement session) will be used to present the Recommended Plan. All

public and Council engagement and materials are at the discretion of corporate communications.

2.5.4 Capacity Analysis

Using the Synchro & SimTraffic (Version 8) model provided by the City, the DTS Consultant shall simulate the traffic circulation for both the existing conditions and future 2030 horizon with the proposed alternatives recommended by the study. The DTS Consultant is also expected to use VISSIM traffic modelling software in order to accurately model transit operations within the study area. Analysis of alternatives must show network conditions during peak and non-peak times, and must reflect existing trips and mode split with existing transportation network, as well as future trips and mode split with existing-plus-proposed network. The year 2035 will be used to determine the future scenario.

The goal of Phase Two of the DTS is to evaluate the outcome of the alternatives recommended in the final report of Phase One on the Phase Two study area. The DTS Consultant shall investigate the impact on traffic flow and provide recommendations on signal timing, signal modifications, channelization and other intersection and geometric improvements.

2.6 Recommendations and Tasks for DTS Phase Three

The City may engage the DTS Consultant to conduct Phase Three subject to satisfactory performance and acceptance of Phase One and Phase Two, as well as the approval of subsequent budget. Make recommendations for tasks and area-specific issues that require further study in Phase Three of the DTS. These recommendations may include, but are not limited to:

- Additional studies to undertake or data to acquire, with recommended timelines and approximate resources required (staff and budget).
- Identification of opportunities and challenges in the transportation system which should be explored in more detail
- Develop and recommend time-phased strategies for pursuing those options improving downtown mobility in case any are selected for more detailed analysis and implementation.

2.7 Project Team

It is recommended that the DTS Consultant's proposed project team be comprised of professional experts in Traffic Engineering, Public Transit, Traffic Simulation & Modeling, Intelligent Transportation Systems, Civil Engineering and public involvement. The following list of tasks should be considered as suggested minimum requirements in the methodology, and not be considered all-inclusive. Respondents may suggest additional and/or alternative items that they feel would benefit the DTS.

2.8 Project Management

The DTS Consultant will report on project status on a frequent and regular basis to the project manager. The schedule of meetings will be determined in consultation with the project manager. The project manager is Max Zasada, P.Eng., who will be the point of contact unless otherwise designated from time to time.

The DTS Consultant will work closely with the DTS Project Team, currently made up of various staff from the Administration of the City.

2.9 Project Budget

The project budget for the consulting needs for Phase One and Phase Two has been set at \$300,000.00, such budget to be inclusive of the DTS Consultant's fees, disbursements, and taxes based upon an estimate of the cost of the work that has been outlined in this RFP.

2.10 Project Timelines

(a) The successful proponent will be awarded for the work of Phase One and Phase Two only. The City requires that the work and services related to Phase One must be completed by no later than June 1, 2012. As an incentive for the successful proponent to complete the work and services related to Phase One in accordance with the City's timelines, if the successful proponent submits the Phase One Final Report to the City prior to May 15, 2012, the successful proponent shall receive an additional bonus of \$25,000.00 from the City in addition to the fees and disbursements charged by the successful proponent.

(b) Each proponent acknowledges and agrees that (i) it is of utmost importance to the City that the work and services relating to Phase One be completed on or before June 1, 2012 and (ii) if the successful proponent fails to complete the work and services related to Phase One prior to June 1, 2012, the City will experience damages. In the event that the successful proponent fails to complete the work and services related to Phase One prior to June 1, 2012, the City shall assess liquidated damages as against the successful proponent in the amount of \$500.00 for each day following June 1, 2012 that the Phase One Final Report is not received by the City.

(c) Where the City assesses liquidated damages against the successful proponent as provided for in section 2.8(b), the City shall be authorized to deduct the amount(s) of such liquidated damages assessed against any invoices received from the successful proponent. Where liquidated damages are assessed for any invoices that have already been paid, the City shall be entitled to deduct such liquidated damages against any following invoices.

3.0 PROJECT REQUIREMENTS

3.1 Project Administration

The Project Sponsor is Kelly Wyatt, P.Eng., Director of the Development Engineering Department, Planning and Development Division. The Project Manager is Max Zasada, P.Eng., of the Development Engineering Department.

A Project Team comprised of representatives across the City Administration with a critical interest in the outcome of the DTS will be established for all Stages of the DTS.

Remuneration for consulting services shall be based on a time basis (to the maximum upset fee).

The DTS Consultant will be required to incorporate the following standard procedures for consulting assignments carried out for the City:

- Submit invoices monthly indicating personnel, hours worked and charge out rates.

The invoice will also show approved upset fee, amount billed previously, amount billed to-date, balance remaining, and projection to completion.

- Submit a monthly progress report identifying work done in the month, work proposed in the next month, and budget status in support of the invoice.
- Participate in meetings and/or communications.
- Submit all correspondence to the Project Manager.

3.2 Conference Facilities

The City shall provide, as required, conference facilities at City Hall for all project meetings.

3.3 Approvals

The City shall endeavour to provide rapid approvals of all documents or plans submitted for review.

3.4 Consultant Commission Schedule

The following schedule is based upon the best available information and should be used as a guide by each proponent in preparing their submission. Some deviation in the schedule may occur.

December 1, 2011	Request for Proposals Issued
2:00 P.M., C.S.T., December 15, 2011	Proposal Submission Deadline
By end of December, 2011	DTS Consultant Commission
January 2012	Project Initiation
May 1, 2012	Phase One Draft Submission
June 1, 2012	Phase One Submission
December 31, 2012	Phase Two Submission

4.0 SUBMISSION DEADLINE

To receive consideration, responses to this RFP must be received no later than **2:00 p.m. Central Standard Time, Thursday, December 15, 2011**. Proposals received after this time will not be considered.

One unbound original and four (4) copies of the proposal should be directed to:

**City of Regina
Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
Regina, Saskatchewan
S4P 3C8**

Prior to the submission deadline the City may amend or clarify the RFP. Any changes will be provided in writing to all proponents who originally received the RFP. No verbal explanation, interpretation, or clarification of the RFP given by any person whatsoever shall bind the City in the interpretation of this RFP.

4.1 Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the submission deadline.

4.2 Award

General

- The City will either award an appointment or announce that no appointment will be made. There is no implicit or explicit guarantee that the project will proceed. The City reserves the right to accept or reject any or all proposals. In addition, the City reserves the right to seek clarification from and to negotiate with any or all proponents regarding their proposal.
- All terms and conditions of this RFP are deemed to be accepted by the responding firm and incorporated by reference in their proposal, except for those expressly challenged by the responding company in their proposal.
- Proposals shall be firm from the time and date set for the submission deadline.
- The successful proponent is responsible for obtaining all necessary permits, licenses, and insurance at their own expense.

Agreement

- Any award resulting from this RFP requires that the successful consultant enter into the City's Standard Consulting Agreement, a sample of which is attached to this document as Appendix B. The contract will be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.
- This RFP and the information provided within will become part of the agreement and be incorporated by reference.
- The successful Consultant's proposal will form part of the contract.
- The awarding of the work related to Phase Three will be subject to satisfactory performance and acceptance of Phase One and Phase Two, as well as the approval of subsequent budget.
- The City reserves the right in its sole discretion to terminate the agreement with the successful firm at any stage of the project.

4.3 Confidentiality

The City anticipates the proponents may wish to treat certain elements of their submissions as confidential or proprietary. Proponents are advised, however, that freedom of information requirements in force in the Province of Saskatchewan may afford rights of production or inspection at the application of third parties. Further the contract entered into by the successful proponent will by law be available for inspection by members of the public.

All data and information provided by the City must be treated as confidential and the Consultant will disclose such information only to those of its officers, employees, or agents who would reasonably require access to such information to enable it to fulfill the requirements of the consulting services.

4.4 Incurred Costs

The City will not be liable in any way for any costs incurred by proponents in replying to this RFP.

4.5 News Release

Proponents must not make public announcements or news releases regarding this RFP or any subsequent award of contract without the prior written approval of the City.

5.0 PROPOSAL FORMAT REQUIREMENTS**5.1 Proposals**

Submissions must contain the following information in the format described. Additional information thought to be relevant, other than the categories listed below, should be provided as an appendix to the proposal.

Please include key contact personnel in the event that more information is required.

5.2 Response Requirements**a) Company Profile**

- Company name, its headquarters, and local office addresses.
- The address of the company's website.
- The age of the business.
- The total number of employees for the corporation.
- A description of the company's business.
- A summary of information on the company's track record and accomplishments.
- A summary of the company's insurance portfolio, specifically the professional liability insurance and the comprehensive liability packages carried or proposed to be secured for the project.

b) Technical Qualifications

- A description of, and contacts for, at least three projects that have been completed by the company that are similar to this project.
- Organization Chart showing the proposed team.
- Work flow diagram.
- Employees' resumes of all personnel who will be involved in the project, their respective roles and time involvement within the project, and a firm commitment of each person's availability to the project.
- A listing of all sub-consultants and their related experience, statement of availability, their expertise/discipline, related experience and location.
- Experience of key personnel and how this experience relates to the type of work proposed for this project. The City will be expecting the Consultant to employ fully qualified expertise on all aspects of the project. As such,

members of the Consultant team must include professional engineers and other professionals as dictated by the scope of work.

- A description of the company's demonstrated capability for similar projects.
- References from clients, preferably those related to the three projects described.

c) Approach and Deliverables

- A general statement on the project understanding and description of the methodology that will be used to conduct the work.
- A detailed schedule and work plan of how the Consultant intends to proceed with the project. This should include estimates of time expected to complete major tasks.
- A proposed list of what data needs to be collected and by whom.
- A statement of all duties that this Consultant feels is necessary to provide the City with adequate professional services. This is to include how the Consultant will manage a project that will require significant interaction (e.g. at least weekly) with the City's Project Team. The proponent may propose optional work that may not be identified in the RFP as separate cost items.
- Consultants may propose additional work they feel would be beneficial to both Stage One as well as future stages of the DTS. Any additional work beyond what has been outlined in this RFP should be included as an appendix with separate scope, time and costs outlined.

d) Fees and Charges

- A detailed statement on how the Consultant intends to control consulting fees.
- The maximum fee for consulting services and disbursements for each phase of the study. This figure will be considered an upset fee.
- A breakdown of how the upset fee was calculated, including the number of hours proposed for each activity. This information will be used to compare the level of effort proposed by each consultant.
- A schedule of rates and multipliers to be charged for all employees that may be used on the project. This information will be kept confidential and must be used when invoicing.
- Detail mark-ups for disbursements, travel costs for out-of-town staff, and any other miscellaneous costs that may be expected.

Note to Consultants Non-resident of Canada:

Section 153(1) (g) of the Canadian Income Tax Act and Subsection 105(1) of the Income Tax Regulations require a withholding of 15% from payments of fees, commissions or other amounts paid to non-resident individuals, partnerships or corporations, in respect of services rendered in Canada, other than in the course of regular and continuous employment.

Withholding pursuant to Regulation 105 (15%) is not required from the following amounts:

- Reasonable travel expenses paid directly to third parties on behalf of the non-residential payee;
- Reasonable travel expenses reimbursed to the non-resident provided vouchers adequately support them, maintained by the payer.
(Reimbursement of meals including incidentals to a maximum \$40 CDN a day will not require receipts).

5.3 Evaluation of Proposal

Submissions will be evaluated by a Selection Committee comprised of a minimum of three City representatives. The Committee shall evaluate the submitted proposals based on the following criteria:

- Consultant's comprehension of the project scope – 10%
- Methodology, approach and techniques proposed – 35%
- Company's and team members' qualifications and related experience, including the Consultant's experience in conducting similar studies for similar-scale urban municipalities – 30%
- Insurance portfolio – 5%
- Project fees – 5%
- Project schedule – 10%
- References – 5%

5.4 Selection Process

At the sole discretion of the Selection Committee, a short list of proposals, up to three, may be developed. Proponents included on the short list may be invited to make a maximum 2-hour telephone interview with the Selection Committee. The intent of the interview will be to allow the Committee an opportunity to clarify any questions resulting from the initial evaluation.

The Selection Committee will notify all respondents of the outcome of the evaluation. Pending approval of the City, the recommended Consultant will be invited to execute a Consulting Services Contract.

Proponents are advised that the City expressly reserves the following rights:

- to place such weight on the criteria listed above as the City chooses, in its discretion; and;
- to negotiate, clarify, add to or delete any portion of the submission.

Proponents are strongly urged not to prepare their proposal submission based on any assumption or understanding that negotiation will take place. Proponents are advised to respond to this RFP fully at the time of the proposal submission.

6.0 CONTACT INFORMATION

All inquiries regarding this RFP must be directed in writing to the following:

Lori-Ann Litzenberger, Purchasing Agent II
City of Regina, Purchasing Branch
P.O. Box 1790, 2476 Victoria Avenue, 5th Floor
Regina, Saskatchewan S4P 3C8
T: (306) 777-7093
F: (306) 352-1581
Email: purchasingbranch@regina.ca

APPENDIX A

LIST OF STUDIES

The following information is a selection of the documents available for the successful DTS Consultant. :

Completed Studies

- City bylaws and policies
- 1984 – Regina Development Plan (latest revision, 2006)
- 1991 – City of Regina Transportation Study (last TMP document)
- 1994 – Regina's Transportation Strategy: Meeting the Challenges of the Future
- 2000 – Regina Urban Forest Management Strategy
- 2001 – Regina Road Network Plan, Review 2001
- 2002 – Plan for the City of Regina's Bikeway Network
- 2004 – Long Term Residential Growth Strategy
- 2005 – City of Regina Northwest Sector Road Network Study
- 2006 – Census Data for the City of Regina
- 2007 – City of Regina Southeast Sector Road Network Study
- 2007 – City of Regina Southwest Sector Road Network Study
- 2007 – Open Space Management Strategy
- 2007 – Regina Bikeway Needs Assessment Study
- 2007 – City of Regina Servicing Fees Policy Review
- 2009 – Regina Downtown Neighbourhood Plan
- 2009 – Transit Investment Plan
- 2009 – City of Regina Travel Study (Household Travel Survey)
- 2009 – Regina Drainage Master Plan Report
- 2009 – Development Standards Manual (Transportation, Water, Wastewater, Drainage)
- 2010 – Regina Population, Employment and Economic Analysis
- Future of Housing in Regina – Laying the Groundwork
- Twenty-five Year Infrastructure Plan – City of Regina Engineering and Works
- Recreation Facility Master Plan 2010-2020
- Industrial Growth Study

In-Progress or Planned Related Studies

- City of Regina Northeast Sector Road Network Study
- EMME/3 transportation demand model update
- Land Supply and Demand Study
- Where Business Grows – Business Development and Employment Trends
- Comprehensive Review and Renewal of the City of Regina's Official Community Plan
- City-wide Servicing Plan

Available Data and Models

The following data and models are available for the study.

- EMME/3 Model (2009 baseline model and 235,000 population model)
- Traffic Count Data
- Synchro/SimTraffic Model
- Land Use Data

- Transit Routes (available through Trapeze)
- SCADA (City-wide Infrastructure & Utility Monitoring System)
- GIS Map Layers
- Base Maps

External Studies

- 1996 – Regina Regional Highway Planning Study – Saskatchewan Highways
- 2002 – Regina Knowledge Corridor Strategic Plan
- 2006 – Wascana Centre Authority Master Plan
- 2007 – Regina Airport Master Plan
- 2007 – Regina Public Schools 10-Year Renewal Plan
- 2010 – University of Regina Campus Master Plan
- Sherwood-Regina Planning District Development Plan
- Highway No. 1 East Functional Planning Study – Ministry of Highways and Infrastructure

APPENDIX B**CITY OF REGINA****STANDARD FORM CONSULTING SERVICES AGREEMENT**

Dated for reference * (the "Agreement")

Between:

The City of Regina, a city continued under *The Cities Act*, c. C-11.1, S.S. 2002, (the "City")

— and —

*,

* an active business corporation, incorporated according to the laws of Saskatchewan - OR-

* an individual carrying on business in Regina, Saskatchewan as a sole proprietor under the firm name and style of "*" - OR-

* being a firm carrying on business in partnership in Regina, Saskatchewan, by its agent * (the "Consultant")

THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

Engagement

1.(1) The City engages the professional consulting services of the Consultant to provide professional consulting services (the "Services"), in connection with the project described as:

*

and as also set out in further detail in the following attached documents which form an integral part of this Agreement:

- a) the City's Request for Proposals for Consulting Services, issued * as RFP #*, a copy of which is attached as Schedule A to this Agreement (the "RFP"); and
- b) the Consultant's Proposal dated *which is attached as Schedule B to this Agreement (the "Proposal").

(2) If there is a conflict or inconsistency between the provisions or obligations of this Agreement, then the dispute shall be resolved in accordance with the following documents, which are listed in priority:

- (a) this Agreement;
- (b) the RFP; and
- (c) the Proposal.

Consultant's Covenants

2. The Consultant will:

- (a) complete the Services to the satisfaction of the City on or before *;
- (b) perform the Services with a degree of care, skill and diligence normally used when performing other similar services;
- (c) obtain the City's prior written consent before hiring any third parties;

- (d) maintain detailed records of hours worked and receipts for chargeable disbursements;
- (e) upon the City's request, allow the City to inspect and audit the records in (c) during normal business hours;
- (f) include a reference to Purchase Order #* on all invoices submitted to the City and forward all invoices to P.O. Box 5095, Regina, Saskatchewan, S4P 3M3 to the attention of 5th Floor City Hall.

City's Covenants**3. The City will:**

- (a) when the Consultant requests, provide the Consultant with information relevant to the Services;
- (b) promptly consider all preliminary documents relating to the Services presented to it by the Consultant and, when prompt action is necessary, inform the Consultant of its decisions so the completion of the Services is not delayed, or the Consultant is prevented from forwarding instructions to third parties in good time;
- (c) provide the Consultant with entry and ready access to property as is necessary to enable the Consultant to perform the Services; and
- (d) pay the Consultant an all-inclusive fee (including any disbursements and expenses that the Consultant incurs in providing the services) of CDN\$*, *plus all applicable taxes, for the Services in accordance with section 4 and as may be otherwise outlined in the Proposal.

Payment

- 4.(1) The City will pay the Consultant at the hourly rate of CDN \$*/per hour, plus all reasonable disbursements which must be verified by receipts up to an all-inclusive consideration of no more than CDN \$*, *plus all applicable taxes, for performing the Services.
- (2) Any amount of consideration or reimbursement over the amounts in subsection (1) must receive the formal written approval of the City before the City will become liable to pay the amount to the Consultant.
- (3) The City will make payments to the Consultant for the Services no later than 30 days after receiving an itemized invoice for all the Services provided and disbursements incurred in the 30 day period immediately prior to the date of the invoice.
- (4) The City may, in its sole discretion, delay its payment of any part of an invoice that is related to Services not yet performed or disbursements not yet incurred until the Services are performed and the disbursements are incurred.

Ownership and Use of Documents and Confidentiality

- 5.(1) All documents prepared by the Consultant under this Agreement are the City's property, which has the right to print, reproduce and otherwise make use of the documents.
- (2) All concepts, products or processes developed by the Consultant that are capable of being patented or trademarked are the property of the Consultant.
- (3) The City has a permanent, non-exclusive, royalty-free licence to use any concept, product or process referred to in subsection (2).
- (4) The Consultant must obtain the City's written approval before using data or information on any

other project, if the City has identified the data and information to be confidential.

Supplies, Equipment and Third-Party Services

6. The Consultant is solely responsible for all the office space, equipment, tools, supplies and third-party services that the Consultant considers necessary to complete the Services.

GST/PST

7. The Consultant warrants that the Consultant:
- (a) is a registrant for the purposes of the Goods and Services Tax (Canada) (GST) with the following registration *,; and
 - (b) will remit the GST and the PST payable on the fees in section 3 as required by law.

Compliance with law

8. The Consultant will, at the Consultant's sole expense:
- (a) obtain all required permits, licenses, authorisations, approvals and accreditation, including (without limitation) a business license from the City;
 - (b) comply with all applicable laws, regulations, bylaws, orders and decrees of government or other authorities with jurisdiction; and
 - (c) promptly pay all due taxes, duties, fees or other amounts imposed by law, any government, or other authority having jurisdiction, including all amounts required to be paid under *The Workers' Compensation Act, 1979*, as amended.

Consultant's Employees

- 9.(1) In this section, "**employee**" includes any individual director, officer, partner, sub-contractor, agent, employee or other person entering onto or having access to City-controlled or City-owned property at the request of the Consultant, whether to perform any of the Consultant's covenants under this Agreement or not.
- (2) During the period when any employee of the Consultant is on or has access to City-controlled or City-owned property, the Consultant shall, at her own expense, ensure that the employee:
- (a) is directed, supervised and, if necessary, disciplined by the Consultant;
 - (b) conforms to the City's standards of behaviour;
 - (c) complies with all on-site City safety and security requirements;
 - (d) obtains emergency treatment if the employee is injured; and
 - (e) is not accompanied by any acquaintance, family member or other person unless the person is an employee of the Consultant and the person's attendance at the City's property is necessary for the performance of this Agreement.
- (3) The City may review, approve, or require a change of any of the Consultant's employees, including the Consultant, who perform covenants under this Agreement on or in connection with City-controlled or City-owned property.
- (4) The Consultant and its employees are not and shall not ever be considered employees of the City within the meaning of *The Labour Standards Act* of Saskatchewan (or any other statute, regulation or law) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the covenants of this Agreement.

- (5) The Consultant shall not offer employment to an employee of the City during the term of this Agreement and for a period of 6 months immediately after the end or other termination of this Agreement.
- (6) The Consultant is solely responsible to ensure that it and its employees fully comply with *The Occupational Health and Safety Act, 1993*.

Workers' Compensation

- 10.(1) The Consultant shall comply with *The Workers' Compensation Act, 1979* of Saskatchewan.
- (2) The Consultant shall provide the City with a copy of a certificate from the Workers' Compensation Board showing that the Consultant is registered and is in good standing with the Board or that the Consultant is excluded from the provisions of *The Workers' Compensation Act, 1979*.
- (3) The Consultant shall indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Consultant's provision of the Services, the provision of the Services by a subcontractor of the Consultant or if the City is held liable for any damages or injury to any employee, partner, or subcontractor of the Consultant while on City-controlled or City-owned property.

Confidentiality

- 11.(1) The Consultant will:
 - (a) keep strictly confidential any confidential information of the City, as identified by the City upon provision of such information (the "City's Confidential Information"), of which the Consultant (including the Consultant's individual partners, employees, contractors, and agents) obtains knowledge of or to which it has access; and
 - (b) ensure that its individual partners, employees, contractors, and agents:
 - (i) only have access to the City's Confidential Information or other information as is strictly necessary for the performance of their particular role in performing the Consultant's covenants under this Agreement; and
 - (ii) are aware of and comply with clause (a).
- (2) Subject to *The Cities Act* (Saskatchewan) and *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), the City will keep strictly confidential any confidential information of the Consultant, as identified by the Consultant upon provision of such information (the "Consultant's Confidential Information"), of which the City (including the City's employees, contractors, and agents) obtains knowledge of or to which it has access.

Termination

- 12.(1) The City may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement by written notice to the Consultant if the Consultant:
 - (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors;
 - (c) has its goods and chattels liable to seizure by any secured party or lienholder;
 - (d) has its goods made subject to a valid writ;
 - (e) becomes the subject of any Act respecting liquidation or winding-up; or

- (f) breaches this Agreement and the breach is not remedied within 30 calendar days from a notice of the default being given to the Consultant by the City.
- (2) If the City terminates this Agreement according to subsection (1), the City shall pay the Consultant the cost of the Services completed and disbursements incurred by the Consultant that remain unpaid on the date of termination.
- (3) The City may terminate this Agreement without cause by giving 60 calendar days prior written notice to the Consultant.
- (4) Once the Consultant receives the written notice of termination in accordance with this section, the Consultant will perform no further work towards the completion of the Services.
- (5) If the City terminates this Agreement according to this section, the City will pay the Consultant the cost of the Services completed and disbursements incurred by the Consultant that remain unpaid on the date of termination.
- 13.(1) The Consultant may, without prejudice to any other right or remedy it may have, terminate this Agreement by written notice to the City if the City breaches this Agreement and the breach is not remedied within 30 calendar days from a notice of the default being given to the City by the Consultant.
- (2) If the Consultant terminates this Agreement according to subsection (1), the City will pay the Consultant the cost of the Services completed and disbursements incurred by the Consultant that remain unpaid on the date of termination.
- 14.(1) If the Consultant's Services are suspended by the City at any time for more than 30 calendar days through no fault of the Consultant, then the Consultant shall have the right, at any time until such suspension is lifted by the City, to terminate this Agreement upon giving written notice to the City.
- (2) In the event of subsection (1), the Consultant shall be paid by the City for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension.
- 15. If the Consultant is practising as an individual and is unable to satisfactorily perform the Services for a period of 30 calendar days or for an aggregate of 45 calendar days in any 3 month period, the City may terminate this Agreement upon giving 30 calendar days written notice to the Consultant, and shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.
- 16. If the Consultant is practising as an individual and dies before the Services have been completed, this Agreement shall terminate as of the date of death, and the City shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.
- 17. If this Agreement is terminated, the Consultant will provide the City with a copy of all documents and data related to the Services developed as of the date of termination.

Arbitration

- 18.(1) All matters in dispute under this Agreement may be submitted to a single arbitrator appointed jointly by the Consultant and the City.
- (2) If the Consultant and the City cannot agree to the single arbitrator to be appointed in subsection (1), the arbitrator will be appointed by reference to a judge of the Court of Queen's Bench of Saskatchewan.

- (3) The award of the arbitrator is final and binding upon the City and the Consultant.

Insurance

19. During the term of this Agreement, the Consultant will:
- (a) maintain general comprehensive liability insurance in the amount of \$2,000,000.00 dollars per occurrence;
 - (b) maintain professional liability insurance in the amount of \$1,000,000.00 dollars;
 - (c) in the event that automobiles are required to provide the Services, maintain automobile accident liability in the amount of no less than \$1,000,000.00 dollars per occurrence; and
 - (d) provide the City with proof of the insurance in subclauses (a), (b) and (c) in a form satisfactory to the City's Risk Manager;
20. Insurance proved under this Agreement shall contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies.
21. The Consultant is solely responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by this Agreement.
22. The Consultant shall ensure that all insurance policies required by this Agreement contain an endorsement by the insurer that states that the policies and coverage thereunder shall neither be amended or cancelled until 30 calendar days after written notice to such effect has been given to all named insureds.
23. The City of Regina shall be named as an additional insured on all policies of insurance with respect to the Consultant's activities as they relate to this Agreement.
24. The Consultant shall provide the City with proof of the insurance required pursuant to this Agreement in a form satisfactory to the City's Risk Manager.

Incident Notification

25. The Consultant shall, within 7 days of becoming aware of the incident, notify the City of any incident that may result in a claim against either the Consultant or the City, including, but not limited to such losses as, property damage to City assets, third party property damage, injury or death of any Consultant member, employee, instructor or volunteer and any third party bodily injury.

Indemnity

26. (1) In this section, "City" includes the City's officers, agents, employees and affiliates.
- (2) The Consultant will fully indemnify the City and hold the City harmless from and against any and all claims, demands, suits, causes of action, losses, damages, liabilities and costs relating to, arising out of, or connected to, directly or indirectly, with the Consultant's activities under this Agreement including, without limitation and no matter when asserted, claims relating to:
- (a) the City's use of confidential information;
 - (b) the injury (physical or psychological) or death of any person; and
 - (c) damages to or loss of any property.
- (3) The indemnity in subsection (2) does not apply to the extent that any claim results from an act or

omission amounting to the City's negligence, breach of contract, legal or wilful misconduct or non-compliance with a statute, rule or regulation.

Conflict of interest

27. (1) The Consultant will not undertake other work that creates or might create a conflict of interest with the provision of the Services without the City's prior written consent.
- (2) The Consultant will not serve as a member of any of the City's advisory committees or subcommittees during the term of this Agreement.

Assignment and Sub-Contracting

- 28.(1) Neither the City nor the Consultant may assign this Agreement without the prior written consent of the other party.
- (2) The Consultant must not sub-contract or give honouraria for the performance of any part of the Services without the City's prior written consent.
- (3) Any consent given according to subsection (2) will not relieve the Consultant from the Consultant's obligations under this Agreement or impose any liability on the City related to the subcontractor.

Independent contractor

- 29.(1) The Consultant's performance of this Agreement does not create an employee/employer relationship between the Consultant and the City; the Consultant and the City are independent and each of them shall not state, imply or knowingly permit anyone to infer that any other relationship exists between them without the other party's prior written consent.
- (2) The Consultant and anyone the Consultant employs or allows to perform any part of the Services are not and will not ever be considered employees of the City within the meaning of *The Labour Standards Act* of Saskatchewan (or otherwise) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the Services.
- (3) The Consultant acknowledges that:
- (a) the consideration provided to the Consultant by the City under this Agreement is income and subject to the provisions of the Canadian *Income Tax Act*, the *Canada Pension Plan*, and the *Employment Insurance Act*;
 - (b) the Consultant is solely responsible for remitting any amounts that the statutes listed in clause (a) require to be remitted; and
 - (c) if a decision-maker of competent jurisdiction decides that the City ought to have remitted any amounts that the statutes in clause (a) require to be remitted, then the Consultant will pay the City an amount equal to the amount the City is required to remit and all the costs (including solicitor-client costs) that the City incurs as a result of the Consultant failing to remit the amounts.
- (4) If the Labour Standards Branch of the Saskatchewan Department of Labour or the Canada Revenue Agency (CRA) (or both of them) determines or deems the City to be an employer under this Agreement, then the Consultant agrees that the Services performed under this Agreement should be considered entirely of a managerial character.

Notices

- 30.(1) Any notice given according to this Agreement must be in writing and may be hand-delivered or by sending it by prepaid registered mail, addressed to:

the City at:

the Consultant at:

City of Regina
*, 2476 Victoria Avenue,
P.O. Box 1790
Regina, SK S4P 3C8

*

Attention: *

Attention: *

or to an alternate address that a Party may advise the other by notice.

- (2) A notice mailed according to subsection (1), is deemed given on the third business day after the date the notice is postmarked.
- (3) If postal service is substantially delayed, all notices must be hand-delivered.

Force Majeure

- 31. If either party is delayed or prevented from performing any obligation under this Agreement due to fire, flood, explosion, acts of God, war, civil disturbance, strikes or other cause beyond the control of the party affected (except by reason of the financial condition of the party), the time for performance will be extended by the period of the delay.

No waiver or estoppel

- 32. The acquiescence of one party to any breach of this Agreement by the other party will not operate as a waiver or estop the party not in breach from enforcing this Agreement against the other party.

Cumulative rights

- 33. Any rights and remedies created in this Agreement are cumulative and in addition to any rights and remedies provided or available at law or in equity.

Entire agreement and amendments

- 34.(1) This Agreement, including all referenced Schedules and Appendices, represents the entire and exclusive agreement between the parties and supersedes all prior contracts, undertakings, representations and understandings, written or oral, between the parties.
- (2) Any amendments to this agreement must be written and formally executed by the parties.

Severability

- 35. If any term in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the offending term will be severed from this Agreement and its invalidity or unenforceability will not affect the remaining terms, which will be construed as if the offending term never existed.

Conflict of laws

- 36. The law in force in Saskatchewan governs this Agreement.

Benefit

- 37. This Agreement will inure to the benefit of and be binding upon each party, their heirs, executors, administrators, successors and permitted assigns.

THIS AGREEMENT EXECUTED BY:

The City of Regina on *, 20*

<affix corporate seal>

Per:

City Clerk

*[For Corporate Consultant:]

* on *, 20*

<affix corporate seal>

*Note: If the corporate seal is not affixed, then the Signing Authority must complete the Affidavit of Corporate Signing Authority printed at the back of this document

Per: _____

Print Name & Title of Signing Authority

*- OR -

*[For Individual/Sole Proprietor Consultant:]

* an individual carrying on business under the firm name and style of "" on *, 20*

*

Witness - *

*- OR -

[For Consultant that is a Partnership:]

*, being a firm carrying on business in partnership in Regina, Saskatchewan, by its agent, *, on *, 20*

AFFIDAVIT OF CORPORATE SIGNING AUTHORITYCANADA
SASKATCHEWANI, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of *, ("Consultant") named in the Consulting Services Agreement to which this Affidavit is attached.
2. I am authorised by the Consultant to execute the Consulting Services Agreement without affixing the Corporate Seal of the Consultant

Sworn/Affirmed before me at *, *
on _____, 20*
Month DateA Commissioner of Oaths or Notary Public in and for
the Province of Saskatchewan.
Being a lawyer —or—
My appointment expires:

Signature of Signing Authority

*- OR -

AFFIDAVIT OF EXECUTIONCANADA
SASKATCHEWANI, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I was personally present and saw *, who is at least 18 years of age, sign and execute the Consulting Services Agreement to which this Affidavit is attached.
2. The Consulting Services Agreement was signed at *, * and I am the subscribing witness thereto.

Sworn/Affirmed before me at *, *
on _____, 20*
Month DateA Commissioner of Oaths or Notary Public in and for
the Province of Saskatchewan.
Being a lawyer —or—
My appointment expires:

Signature of Signing Authority

*- OR -

AFFIDAVIT OF SIGNING AUTHORITY - PARTNERSHIPCANADA
SASKATCHEWANI, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority**MAKE OATH/AFFIRM AS FOLLOWS:**

1. I am a partner and duly authorized agent of *, ("Consultant") named in the Consulting Services Agreement to which this Affidavit is attached.is attached.
2. I am authorised by the Consultant to execute the Consulting Services Agreement and bind the Consultant to its terms

Sworn/Affirmed before me at *, *
on _____, 20*
Month DateA Commissioner of Oaths or Notary Public in and for
the Province of Saskatchewan.
Being a lawyer —or—
My appointment expires:

Signature of Signing Authority



City of Regina

Request for Proposals

Professional Consulting Services

Downtown Transportation Study Phase 1 and 2

RFP #1970

Addendum/Clarification #1

Note: The following is a list of Proponent submitted questions and the associated City of Regina response. Firm names have been removed however the wording of the questions is otherwise identical as received.

- Q1. Has any recent turning movement intersection counts been completed since 11th and 12th Avenue were converted to two-way traffic? If so, which time periods are the counts available (i.e. am? pm? non-peak?).
- A2. The City has recently obtained turning movement counts on 11th Avenue and 12th Avenue that will be shared with the DTS Consultant. Traffic count information is available for the AM, PM and off-peak hours.
- Q2. The capacity analysis requests for an analysis of conditions during peak and non peak times - please confirm which time frames are to be assessed - am peak hour and/or pm peak hour and/or one hour during a non-peak time?
- A2. AM peak hour, PM peak hour and an off-peak hour should be analysed.
- Q3. Has the City's EMME/3 model been updated to show the 11th and 12th Avenue conversions to two-way traffic?
- A3. No. The DTS Consultant will be required to produce this information as part of the existing conditions.
- Q4. Has the City's EMME/3 land use model been updated to show an increase in new land uses/developments within the downtown?
- A4. No. The DTS Consultant will be required to produce this information as part of the existing conditions.

Q5. Has any EMME/3 model runs been prepared to test the three City Square traffic flow options?

A5. No. This will be required in phase one analysis.

Q6. Does the City have a VISSIM model already prepared for use in this study?

A6. The DTS Consultant is responsible for preparing the VISSIM model for the study.

Q7. The RFP requests 3 public consultation meetings in Phase 1, but only identifies the purpose of 2 public consultation meetings (Page 7 of 29). What is the purpose of the 3rd open house? Is it required?

A7. There are three open houses required. The first one will be to gauge public opinions and concerns on existing conditions. The second will be to present the different alternatives that will be generated by the study to investigate and to obtain more public feedback. The third will be to present the recommended plan and gauge public feedback.

Q8. Does the pavement condition assessment in Phase 1 include sidewalks as well?

A8. The assessment should include the condition of the sidewalks.

Q9. Are any core samples available for the pavement structures in the downtown?

A9. The City's Roadway Preservation Department will provide the existing roadway structure information.

Q10. What level of design is required in phases 1 and 2 (reference to "recommend and design immediate and future traffic modifications" on Page 4 of 29)?

A10. Preliminary design drawings are expected for the purpose of signing, striping and traffic signal modifications as part of the Downtown Transportation Study.

Q11. On page 4 of 29, Phase 1 tasks require the analysis of bus routing and stops within the downtown area - is this still only for 11th and 12th Avenue as per the rest of Phase 1; or an expanded downtown area similar to the Phase 2 study area? Please define "downtown area" specific to task Phase 1.

A11. In Phase 1, recommendations for transit routing can be limited to 11th and 12th Avenues. However, while developing recommendations for 11th & 12th Avenues the DTS consultant shall consider the entire downtown area to develop a downtown transit operations strategy.

Q12. On Page 5 of 29, there is a reference to an "underground infrastructure condition and assessment study (to be completed in a separate study)". Is this separate study part of the \$300,000 budget? Is it to be included in this study or will this come out as a separate RFP?

A12. This study is not part of the Downtown Transportation Study and might be done separately in the future, pending on budgetary approval.

Q13. Please confirm the minimum number of stakeholder sessions in Phase 2.

A13. Three (3) stakeholder meetings will be required.

END OF ADDENDUM/CLARIFICATION #1