EXECUTIVE SUMMARY:

In accordance with a July 20th, 2010 motion endorsed by Council, staff completed a Draft Terms of Reference entitled, “The LaSalle Causeway Traffic Operations Study”. This document is intended to be used to solicit proposals from consultants to complete the work that would recommend Transportation Demand Management strategies (TDM), Intelligent Transportation System (ITS) strategies and methods to improve traffic flow on the LaSalle Causeway Corridor and along Highway 15.

RECOMMENDATION:

THAT Council review and endorse the attached Terms of Reference for the “LaSalle Causeway Traffic Operations Study” and;

THAT the Engineering Department be directed to proceed with the consultant selection process and;

FURTHER THAT the 2009/2010 Capital Budget be amended to include $100,000 from the Municipal Capital Reserve Fund for the completion of this Study.

CONSULTATION WITH THE FOLLOWING COMMISSIONERS:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cynthia Beach, Sustainability &amp; Growth</td>
<td>N/R</td>
</tr>
<tr>
<td>Terry Willing, Community Services</td>
<td>N/R</td>
</tr>
<tr>
<td>Denis Leger, Transportation, Properties &amp; Emergency Services</td>
<td>✔</td>
</tr>
<tr>
<td>Jim Keech, President and CEO, Utilities Kingston</td>
<td>✔</td>
</tr>
</tbody>
</table>

(N/R indicates consultation not required)
OPTIONS/DISCUSSION:

On January 20, 2009, the City of Kingston retained a team led by J. L. Richards & Associates Limited to initiate an Environmental Assessment (EA) to evaluate the need for and the feasibility of implementing an additional crossing over the Cataraqui River. Stage 1 of the “Third Crossing of the Cataraqui River Environmental Assessment” was completed in April 2010. On May 25th, 2010, Council voted to move forward with Stage 2 of the Environmental Assessment that is scheduled to be completed by November 2011.

The following motion was passed at the June 8th, 2010, meeting of the EITP Committee and endorsed by Council at the July 20th meeting:

WHEREAS Council recently voted to move ahead with Stage 2 of the Environmental Assessment for the Third Crossing which is expected to be completed by November 2011: and,

WHEREAS construction would, at the earliest, be completed by 2017, and,

WHEREAS in the interim period it would be beneficial to assess ways and means to reduce congestion on the LaSalle Causeway,

THEREFORE BE IT RESOLVED THAT staff be directed to develop a draft Terms of Reference and approximate cost estimate for a “Traffic Operations Analysis for the LaSalle Causeway Corridor” to be presented to the Environment, Infrastructure and Transportation Policies Committee meeting scheduled for August 10, 2010; and further,

THAT the scope of the Traffic Operations Analysis consider approximate costs and timeframes for improved traffic flow on the LaSalle Causeway Corridor between Highway 15 and Princess Street and Highway 15 between Gore Road and Highway 2 considering but not limited to the following:

a) improved transit service
b) more park and ride facilities
c) incentives for people who use the bus, walk, or ride a bicycle
d) traffic light synchronization and split adjustments
e) additional turn and traffic lanes on the Barriefield Hill, Fort Henry intersection and Highway 15
f) staggered work day schedules at R.M.C, C.F.B. Kingston, K.G.H., etc and
g) any other transportation demand management strategy that might be effective

The Draft Terms of Reference has been completed by staff and is attached for review. The Study will include a detailed traffic analysis of existing (2010) and future conditions (2020) on Highway 2/Ontario Street from Highway 15 to Princess Street and on Highway 15 between Highway 2 and Gore Road and is to consider options such as but not limited to the following:

- improved transit service
- increase in park and ride facilities
- incentives for alternative modes of transportation such as transit, cycling and walking
- optimization of traffic signal timings at all intersections within the Study Area
- Intelligent Transportation System (ITS) measures that would be effective at reducing delays at key intersections, such as but not limited to, Ontario and Barrack Street along with any measures that could be utilized to manage severe congestion and gridlock conditions during unexpected closures of Highway 401.
- evaluation of intersection lane configurations to determine if new or additional through lanes, left-turn lanes, and right-turn lanes are required at key locations
potential impact and feasibility of staggered work day schedules at major employers such as but not limited to the following: Royal Military College, C.F.B. Kingston, the City of Kingston, Hotel Dieu Hospital, Kingston General Hospital and Queens University

consideration of any other transportation demand management strategy that would be effective at reducing delays and improving traffic flow along the LaSalle Causeway Corridor and on Highway 15

Consideration must also be provided to the impact of special events at the K-Rock Centre, operations at the Wolfe Island Ferry terminal and the 401 Emergency Detour Routes.

The planning for a transit expansion that includes express services, is currently underway along with the development of a City-wide TDM Strategy. This broad TDM strategy is expected to include additional park and ride facilities that would service a portion of trips on the Causeway. The successful proponent for the LaSalle Causeway Operations Study will be expected to work closely with the consultant responsible for the City-wide TDM Study in order to ensure consistency between the two studies.

The Study is expected to be completed within four months of the date of contract award to the successful consultant. The estimated budget required to complete the Study is $100,000. The Engineering Department is prepared to proceed to the consultant selection process with the Committee’s support.

EXISTING POLICY/BY LAW: N/A

NOTICE PROVISIONS: N/A

ACCESSIBILITY CONSIDERATIONS: N/A

FINANCIAL CONSIDERATIONS:

Since there is no budget currently allocated for the work outlined in the Terms of Reference, it is being recommended that $100,000 be used from the Municipal Capital Reserve Fund for the completion of this Study.

CONTACTS:

Mark VanBuren, P.Eng., Director, Engineering Department, ext. 3218
Deanna Green, P.Eng., Manager, Traffic Division, Engineering Department, ext. 3170

OTHER CITY OF KINGSTON STAFF CONSULTED:

Sheila Kidd, Director, Transportation Services, ext. 2221
Stephen Dickey, Manager, Accounting Services, ext. 2370

EXHIBITS ATTACHED:

Appendix A – Terms of Reference for the “LaSalle Causeway Traffic Operations Study
REQUEST FOR PROPOSAL

TRAFFIC OPERATIONS STUDY
FOR THE
LASALLE CAUSEWAY CORRIDOR
in the
CITY OF KINGSTON

RFP NO. EN-2010-31

PLEASE SUBMIT COMPLETED PROPOSALS IN A SEALED ENVELOPE CLEARLY LABELLED AS IFOLLOWS:

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<tr>
<th>Tender Number</th>
<th>Closing Date</th>
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<tbody>
<tr>
<td>EN-2010-31</td>
<td>XXXXX, 2010</td>
</tr>
</tbody>
</table>

Submissions must be received before 3:00:00 p.m. local time, Wednesday, XXX, 2010

Proposals must be received before the above mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contacts:
Deanna Green, P.Eng., Manager
Traffic Division, Engineering Department
dgreen@cityofkingston.ca
Fax (613) 546-7930
TABLE OF CONTENTS

SECTION A – THE PROJECT AND PROPOSALS
1.0 Introduction .......................................................................................................................... Page 1
2.0 Term of the Project ............................................................................................................... Page 1
3.0 RFP Schedule ..................................................................................................................... Page 1
4.0 Project Authority and Involvement ..................................................................................... Page 1
5.0 Project Stakeholders ........................................................................................................... Page 2
6.0 Inquiries ............................................................................................................................. Page 2
7.0 Proposal Content ............................................................................................................... Page 3
8.0 Evaluation of Proposals ...................................................................................................... Page 3
9.0 Submission of Proposals ..................................................................................................... Page 4

SECTION B – PROJECT REQUIREMENTS
1.0 Introduction .......................................................................................................................... Page 5
2.0 Project Costs ........................................................................................................................ Page 5
3.0 Background of the Project .................................................................................................. Page 5
4.0 Available City Resources .................................................................................................... Page 6
5.0 Objectives .......................................................................................................................... Page 7
6.0 Assumptions ....................................................................................................................... Page 8
7.0 Resource Requirements ..................................................................................................... Page 8
8.0 Milestones and Results ....................................................................................................... Page 8
9.0 Interim and Final Reporting ............................................................................................... Page 8
10.0 Formal Contract ............................................................................................................... Page 8

SECTION C – GENERAL TERMS AND CONDITIONS
1.0 Improper Delivery ............................................................................................................... Page 9
2.0 Signing Requirements ......................................................................................................... Page 9
3.0 Applicable Law .................................................................................................................... Page 9
4.0 City not liable for RFP Costs ............................................................................................. Page 9
5.0 Required Warranties ......................................................................................................... Page 9
6.0 No Obligation to Contract ................................................................................................. Page 10
7.0 Contract Payments ............................................................................................................ Page 10
8.0 Limitation of Liability ....................................................................................................... Page 10
9.0 Dispute ............................................................................................................................... Page 11
10.0 No Assignment ................................................................................................................ Page 11
11.0 Fit for Use ......................................................................................................................... Page 11
12.0 No Implied Waiver .......................................................................................................... Page 11
13.0 Governing Law ................................................................................................................ Page 11
14.0 Force Majeure .................................................................................................................. Page 11
15.0 Deemed Satisfaction as to Submission ............................................................................ Page 11
16.0 Default under Project ...................................................................................................... Page 11
17.0 Title and IP Right to the Work .......................................................................................... Page 11
18.0 Insurance .......................................................................................................................... Page 11
19.0 Enforcement ..................................................................................................................... Page 12
20.0 Opening Process ............................................................................................................. Page 12
21.0 Privacy and Freedom of Information ............................................................................. Page 12

SECTION D – FORM OF IRREVOCABLE OFFER ................................................................. Page 13

CITY OF KINGSTON INSURANCE CERTIFICATE ................................................................. Page 14

APPENDIX ‘A’ – LOCATION PLAN ......................................................................................... Page 15

APPENDIX ‘B’ – FINANCIAL PROPOSAL & CONTRACTUAL ACKNOWLEDGEMENT ........ Page 16
SECTION A – THE PROJECT AND PROPOSALS

A.1 Introduction

On January 20, 2009, the City of Kingston retained a team led by J. L. Richards & Associates Limited to initiate an Environmental Assessment (EA) to evaluate the need for and the feasibility of implementing an additional crossing over the Cataraqui River. Stage 1 of the “Third Crossing of the Cataraqui River Environmental Assessment” was completed in April 2010. On May 25th, 2010, Council voted to move forward with Stage 2 of the Environmental Assessment that is scheduled to be completed by November 2011.

Staff were then directed by Council to develop a Terms of Reference and a cost estimate for a “Traffic Operations Analysis of the LaSalle Causeway Corridor” in order to assess a variety of options that would reduce congestion and delays on the LaSalle Causeway.

Consultants are being invited to respond to this Request for Proposals to conduct a detailed traffic operations analysis and to provide recommendations for Transportation Demand (TDM) strategies and Intelligent Transportation System (ITS) strategies for the LaSalle Causeway Corridor as described in this document.

A.2 Term of the Project

The Study is expected to be completed within four months of the date of contract award to the successful consultant.

A.3 RFP Schedule

No officer, agent or employee of the City of Kingston is authorized to alter orally any portion of these documents. Any alterations required will be issued to all Firms as written addenda. Addenda shall be considered as an integral part of the contract documents. The Firm shall list in its proposal document all the addenda that were considered when its proposal was prepared. Although every effort will be made to ensure that the proponents receive all the addenda, it is the responsibility of the proponent to ensure all addenda issued have been received.

Release of RFP Wednesday, XXXXX, 10
Deadline for Submitting Inquiries: 4:30 pm, Wednesday, XXXXX, 2010
Deadline for Responding to Inquiries: 4:30 pm, Friday, xxxxx, 2010
RFP Closes: 3:00:00 pm, Wednesday, xxxxxx, 2010
Final Selection: Friday, xxxx, 2010

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

All proposals received as a result of this Request for Proposal must be open for acceptance by the Corporation for a period of sixty (60) days from the closing date for the receipt of proposals.

A.4 Project Authority and Involvement

The services provided will be subject to review and acceptance by the Project Authority hereby identified as the Director of Engineering reporting to the President & CEO, Utilities Kingston. Award of this project may require council approval. All inquiries shall be directed in writing to the person identified in Section A.6.
A.5 Project Stakeholders

The following are major partners and stakeholders:

- City of Kingston – Traffic Division
- City of Kingston – Engineering Department
- Kingston Transit
- C.F.B. Kingston
- Kingston Downtown Business Association
- Ministry of Transportation Ontario (operators of the Wolfe Island Ferry)
- City of Kingston - KRock Centre Contract Administrator

The Consultant shall be responsible for additions or deletions to the stakeholders list.

A.6 Inquiries

All inquiries regarding this assignment and Request for Proposal (RFP) are to be directed in writing to:

Deanna Green, P.Eng., Manager
Traffic Division, Engineering Department
dgreen@cityofkingston.ca
Fax (613) 546-7930

The inquiries must be received in writing (letter, e-mail or fax) no later than 4:30 PM, Wednesday, xxxx, 2010. The City will respond to all received inquiries by way of letter, e-mail or fax, to all consultants no later than 4:30 PM, Friday, xxxx, 2010, without naming the source of the inquiry.

A.7 Proposal Content

- Provide one hard copy signed original and 4 complete copies of proposal

- Submission shall not exceed ten single-sided pages in 10 point or larger font including any appended spreadsheets, which must be submitted in 11” x 17” format. Each spread sheet will count as 1 page. Resumes, company profile, promotional material, references and Part D, Financial Proposal and Contractual Acknowledgement, are not included in the 10 page limit.

- Submissions shall include the legal name and form of the firm or joint partnership, a company profile, specify the parent company if applicable, years in business, an indication of financial stability and an overview of the responding firm’s experience in providing similar services to the public sector and any other relevant information about the responding firm.

- A complete submission must include the signed Irrevocable Offer Form D, Appendix B Pricing Form, a current WSIB clearance certificate, the Company’s Health and Safety Policy and the City of Kingston’s Insurance form providing proof of insurance coverage.

- Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the service required as well as a detailed fee structure.

- The Proponent is encouraged to suggest additional items and services, with a separate cost proposal for each, which may enhance the project.
The information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the City of Kingston, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request For Proposal.

If a Proponent believes that the conditions will restrict it unnecessarily in any way, it should so state in its proposal and state possible alternatives. Any deviation from the stipulated conditions should be given in detail with an explanation as to why they are being proposed. The City of Kingston reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

A.8 Evaluation of Proposals

The contents of the Proposal should address the evaluation criteria numbered 1 through 7 inclusive, which will be scored in relation to the points as stipulated.

1. Experience, Qualifications and Availability of Team Members (10 points)
   Identify the Project Manager and key team members, resumes of the project team to be employed, including any specialists, sub-consultant firms and individuals and describe their individual capabilities, respective roles and availability for this project.

2. Understanding of Objectives (12 points)
   Describe an understanding of the assignment, including overall scope and objectives, noting any specific issues that may require extraordinary attention.

3. Quality of Approach and Methodology (15 points)
   Describe the approach and methodology to be followed in completing all aspects of the scope described in this Request for Proposal.

4. Proposed Work Plan, Schedule and Level of Effort (20 points)
   Provide a work plan and schedule, including a breakdown of the major tasks and the level of effort of the identified team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out and identification of deliverables. The work plan shall also provide an estimate of the time allocation per task, the consultant's fee for each task and a timetable for completion of the assignment including general target dates for meetings, presentations and milestones. The proposed work plan shall identify any constraints or issues that may influence the completion schedule or milestones.

5. Creativity, Innovation and Vision (15 Points)
   Provide examples of creative/innovative solutions your firm used successfully on similar past projects. Describe how your creative and innovative approach will benefit the project deliverables. Describe your vision of current and future traffic movement through the LaSalle Causeway and how it will affect the outcome of the recommendations.

6. Engineering Fee Proposal (25 points)
   Using Appendix ‘B’ of this RFP, the Consultant is to provide a total upset limit price including fees, disbursements and taxes, to complete the entire assignment in accordance with the Services detailed in Parts A, B, and C and services offered in the Consultant’s proposal. Points will be awarded based on the formula noted below where the lowest total upset limit price receives full points and the other proposals lose points to the extent that they exceed the lowest upset limit price.

Example:
Proposal A
Lowest Upset Limit = $100,000
Points awarded = 25 points

Proposal B
Upset limit = $150,000
Points Awarded = 25 – \((25 \times \frac{(B\$-A\$)}{A\$})\) = 25 – \((25 \times \frac{($150,000 - $100,000)}{100,000})\) = 25 - (25 X 0.5) = 12.5 points

7. Ontarians with Disabilities Act (3 points)

An evaluation team, consisting of staff members, will review all proposals received and score them in relation to the evaluation criteria and points identified. As part of the evaluation, one or more consultants may be invited to attend a formal interview with the evaluation team to provide clarification on their proposal.

The Project Authority intends to recommend the appointment of a Consultant on the basis of demonstrated experience, quality of work and best overall value to the City as determined by the proposal which attains the highest score out of the 100 points available based on the evaluation criteria.

The Consultant appointment may be subject to approval by the City of Kingston Council in accordance with the provisions of the Purchasing By-Law.

A.9 Submission of Proposals

Proposals must be received at: City of Kingston, City Hall, 216 Ontario Street, Kingston no later than 3:00:00 PM local time Wednesday, XXXX, 2010.

Proposal submissions, including Irrevocable Offer (Section “D”), Appendix B Pricing Form, current WSIB Clearance Certificate, the company’s health and safety policy and the City of Kingston Insurance form providing proof of insurance are required. Proposal responses should be submitted in a straightforward, clear and concise format.

Provide one (1) signed original and 5 signed paper copies in a sealed package, clearly identified as to contents, Request For Proposal, “TRAFFIC OPERATIONS STUDY FOR THE LASALLE CAUSEWAY CORRIDOR”; RFP NO.: EN-2010-31” and addressed to:

The Corporation of the City Of Kingston
The Office of the City Clerk
First Floor Counter, South Wing
City Hall, 216 Ontario Street
Kingston, Ontario K7L 2Z3
SECTION B – PROJECT REQUIREMENTS

B.1 Introduction & Background

On January 20, 2009, the City of Kingston retained a team led by J. L. Richards & Associates Limited to initiate an Environmental Assessment (EA) to evaluate the need for and the feasibility of implementing an additional crossing over the Cataraqui River. Stage 1 of the “Third Crossing of the Cataraqui River Environmental Assessment” was completed in April 2010 and on May 25th, 2010, Council voted to move forward with Stage 2 of the Environmental Assessment that is scheduled to be completed by November 2011.

Staff have since been directed to develop a Terms of Reference and an approximate cost estimate for a “Traffic Operations Analysis of the LaSalle Causeway Corridor” to address existing traffic flow concerns by assessing a variety of options that would reduce congestion and delays on the LaSalle Causeway.

B.2 Project Costs

The Proposal submitted in response to the RFP must show the total all-inclusive upset limit cost in Canadian dollars including taxes and disbursements. The City will be responsible for the preparation, placement and cost of any ads and required public notifications. Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Authority. The invoice should include a breakdown of hours worked by individual team members on each major task and progress to the date on invoice.

A contract will be issued by the City of Kingston, to the successful Proponent based on the proposal submitted and as finally negotiated. Invoice amounts in excess of the contract will not be accepted. If projected costs exceed the original contract price then a formal request to increase the contract amount must be submitted and subsequently approved by the City of Kingston.

The Proponent must receive written approval prior to commencing any additional works, which will affect the project cost and/or schedule. The Proponent is to submit a Contemplated Change Notice (CCN) in approved format indicating the impact the additional works will have on the project for written approval from the City of Kingston. A CCN must also be submitted in the event the Proponent’s fees will exceed the original proposal amount. Any invoice encompassing additional works not approved in writing will not be accepted by the City of Kingston.

The Project Authority reserves the right to holdback ten percent (10%) of the base project cost until the proponent has met all deliverables to the satisfaction of the City and as required in this RFP and the selected proposal.

B.3 Background of the Project

With an existing traffic volume of approximately 1,000 to 1,100 vehicles per hour in each direction during the PM peak hour, the LaSalle Causeway is currently operating below the City’s target Level of Service (LOS) ‘D’, which is based on an average estimated capacity of 900 vehicles per hour, per lane. Unless additional transportation capacity is created across the Cataraqui River, the LaSalle Causeway LOS is expected to fall further below the City’s target. By 2020, the traffic volume across the LaSalle Causeway is expected to reach approximately 1,350 vehicles per hour, per lane, during the PM peak hour.

The “Transportation Study: Bridge Crossings of the Cataraqui River”, completed by Totten Sims Hubicki Associates in 1992 concluded that the LaSalle Causeway was either operating at or exceeding its capacity and that there was a need for a new river crossing to satisfy both the 1992 and future crossing demand. The study stated that potential short-term operational improvements at the intersections at Barrack and Ontario Streets and the Highway 2/Fort Henry access could improve operations but would not significantly increase river crossing capacity on the LaSalle Causeway.
The “Kingston Transportation Master Plan” (KTMP), completed by Dillon Consulting Ltd. in 2004, outlines the City of Kingston’s strategic direction for the development of its transportation networks, programs, and priorities. The KTMP reviewed the need for and location of additional transportation capacity across the Cataraqui River. It was determined that the existing LaSalle Causeway is operating at capacity and that there is a need for one additional lane of capacity in each direction across the river to satisfy the expected 2026 peak hour traffic demand. The KTMP was updated by AECOM in 2009 as part of the City’s Development Charges Review and confirmed the need for additional capacity across the Cataraqui River.

While public transit usage has increased from 3% of daily vehicle trips in 2004 to 5% in 2009, achieving a target of 11 percent usage in the long-term may be very difficult. Work completed for the 2004 KTMP and the 2009 KTMP Update demonstrated that the capacity constraints on the Causeway are such that enhanced transit services will not eliminate the need for an additional crossing of the Cataraqui River. The planning for a transit expansion that includes express services, is currently underway along with the development of a City-wide TDM Strategy. This broad TDM strategy is expected to include additional park and ride facilities that would service a portion of trips on the Causeway. The successful proponent for the LaSalle Causeway Operations Study will be expected to work closely with the consultant responsible for the City-wide TDM Study in order to ensure consistency between the two studies.

As shown in Appendix A, two major east-west transportation crossings of the Cataraqui River currently exist within the City of Kingston urban limits, the LaSalle Causeway and Highway 401.

The LaSalle Causeway/Highway 2 corridor is located at the southerly confluence of the Cataraqui River and Lake Ontario. It is operating at capacity and is expected to experience increased congestion during peak traffic periods as population and employment growth, including modest expansion of Canadian Forces Base (CFB) Kingston, continues west and east of the river. The LaSalle Causeway is comprised of a series of structures (fixed truss, Bascule Lift Bridge and rigid frame structure) and is under the jurisdiction of Public Works & Government Services Canada. The capacity of the LaSalle Causeway is affected by its existing 2-lane configuration and the operation of signalized intersections at each end. Traffic on the LaSalle Causeway is further affected by the unloading of vehicles from the Wolfe Island Ferry at Barrack and Ontario Street and the Bascule Lift Bridge portion of the LaSalle Causeway that is raised to accommodate marine traffic.

Highway 15 is a two-lane arterial roadway that accommodates trips both to and from the LaSalle Causeway and Highway 401. The presence of C.F.B. Kingston, growing residential developments and a business park contribute to the traffic volumes along this corridor during weekday peak periods.

The Highway 401 crossing located approximately 6 kilometers upstream of the LaSalle Causeway/Highway 2 corridor. Highway 401 is controlled and operated by the Province of Ontario through the Ministry of Transportation. It is a 4-lane freeway that extends through Kingston and is the primary inter-city roadway facility in Ontario, with local interchanges at Joyceville Road, Kingston Road 15, Montreal Street, Division Street, Sir John A. MacDonald Boulevard, Sydenham Road and Highway 38. The Ministry of Transportation is currently widening Highway 401 from four to six lanes west of Sydenham Road to west of Montreal Street. For the purpose of this RFP, the consultant must utilize a balance of regional traffic volumes and local traffic volumes crossing the Cataraqui River when assessing the LaSalle Causeway.

B.4 Available City Resources

- TransCad Model (updated in 2009 by AECOM)
- GIS mapping and all available roadway plans
- All existing traffic signal timing plans
- Available current traffic counts (Note: the majority of traffic counts required for this Study will need to be updated by the consultant)
- Core Area Transportation Study (2007)
Canadian Urban Transit Association (CUTA) Operating Data (2010)
Kingston Transit Network Redesign (2009)
Kingston Transit Plan (2011 to 2015) – pending
Transit Ridership and Boarding Information (ongoing)
Kingston Region Sports and Entertainment Centre Transportation Operation Plan (2007)

B.5 Objectives (Scope of Works & Services)

The traffic operations study must include strategies, cost estimates and an implementation schedule for improved traffic flow on the LaSalle Causeway Corridor and on Highway 15 as follows:

- LaSalle Causeway Corridor/Highway 2 (Highway 15 to Princess Street)
- Highway 15 (Gore Road to Highway 2)

The Study Area must include as a minimum, Highway 15 between Gore Road and Highway 2, Highway 2/Ontario Street from Highway 15 to Princess Street and King Street from Princess Street to Place D’Armes. The proposed Study area includes a total of 14 signalized intersections.

In order to complete the detailed traffic operations analysis, the consultant will be expected to build a Paramics Microsimulation Model or a comparable model in order to provide estimates of delay, queue length and level of service and to determine the potential impact of traffic signal timing adjustments and physical intersection improvements. The provision of a simulation of traffic flow is key.

The Study should analyze existing conditions (2010) and future conditions (2020) and must consider options such as but not limited to the following:

- improved transit service
- increase in park and ride facilities
- incentives for alternative modes of transportation such as transit, cycling and walking
- optimization of traffic signal timings at all intersections within the Study Area
- Intelligent Transportation System (ITS) measures that would be effective at reducing delays at key intersections, such as but not limited to, Ontario and Barrack Street along with any measures that could be utilized to manage severe congestion and gridlock conditions during unexpected closures of Highway 401.
- evaluation of intersection lane configurations to determine if new or additional through lanes, left-turn lanes, and right-turn lanes are required at key locations
- traffic-related impacts of a possible future roadway connection on C.F.B. Kingston property, available for public use, that provides access to/from the Base to Gore Road
- potential impact and feasibility of staggered work day schedules at major employers such as but not limited to the following: Royal Military College, C.F.B. Kingston, the City of Kingston, Hotel Dieu Hospital, Kingston General Hospital and Queens University
- consideration of any other transportation demand management strategy that would be effective at reducing delays and improving traffic flow along the LaSalle Causeway Corridor and on Highway 15

Consideration must also be provided to the impact of special events at the K-Rock Centre, operations at the Wolfe Island Ferry terminal and the 401 Emergency Detour Routes.

Deliverables

- 5 copies of Draft and Final Study including a detailed summary of all recommendations along with an implementation plan, schedule and cost estimates
B.6 Assumptions

The following minimum of meetings should be assumed for this Study:

- A minimum of 4 meetings with City staff
- One presentation to the EITP (Environment Infrastructure Transportation Policy Committee)
- Phone and email correspondence typically expected for this procurement
- Any field work conducted by the consultant shall meet applicable standards and guidelines for safety

B.7 Resource Requirements

Submitters must detail the resources they will provide including third party consultants or sub contractors as well as indicate the City resources they are assuming will be required or provided to complete the project.

B.8 Milestones and Results

The following are the completion milestones, not necessarily in order, desired by the City that should be included in the project schedule with dates:

- Start up and subsequent meetings with City staff
- Traffic counts updated and all required data obtained
- Initial traffic analysis and consideration for improvements
- Traffic modelling work completed with simulation
- Completion of study of TIS Initiatives and recommendations
- Completion of TDM Strategies and meetings with stakeholders
- Final meeting with City staff 4 months after award of contract
- Completion of Final Study
- Presentation to EITP Committee

B.9 Interim and Final Reporting

Reporting will be mutually determined prior to the commencement of the contract depending on the nature of the requirement. Additional reporting may be required during the term of the contract.

B.10 Final Contract

The successful Consultant shall be prepared to enter into a contract in a form that is satisfactory to the City of Kingston, Legal Services Division. This contract will allow the City the use of concepts, products, processes produced or resulting from the services rendered by the Consultant in connection with the project or which are otherwise developed or first reduced to practice by the bidder in the performance of the services for this project. The Request for Proposal, the Consultant's Request for Proposal submission shall constitute part of the terms and conditions of the contract award.
In the event that a change in the scope of work arises, the Consultant shall notify the City in writing, of the changes in scope and fees for review and authorization prior to proceeding.

SECTION C – GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. Improper Delivery. Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

2. Signing Requirements. Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal’s name.

3. Applicable Law. This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
   - the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54,
   - Occupational Health and Safety Act, RSO 1990, c.O.1. Each proponent warrants that they have the experience, training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent
   - Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:  
     In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

4. City not liable for RFP costs. The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

5. Required Warranties. Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;
   i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
   ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor,
iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,

iv. this proposal is in all respects fair and without collusion or fraud.

v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.

vi. all materials and/or services proposed to be supplied to the Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.

vii. The submitter of the proposal is:

a. competent to perform the work described in this RFP ["the work"];

b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;

c. shall supply everything necessary for the performance of the work;

d. shall carry out the work in a diligent and efficient manner;

e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.

viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the Repair and Storage Liens Act, R.S.O. 1990, c. R.25.

ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Kingston as part of any contract arising from this RFP.

x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that there is uncertainty as to the price proposed, the unit price shall govern.

6. No Obligation to Contract. Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the City of Kingston and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City’s procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City’s best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this
Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the City.

7. **Contract Payments.** Unless otherwise specified, should the Corporation of the City of Kingston enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.

8. **Limitation of Liability.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston harmless from any and all liability, claim, (including damages, fines, insurance adjuster’s fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the City, it shall be the Contractor’s responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the City.

9. **Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the City of Kingston, the decision of such agent as the Corporation of the City of Kingston may appoint will be final and binding.

10. **No Assignment.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree not, without the written consent of the Corporation of the City of Kingston, assign or subcontract any aspect of the Project or the deliverables.

11. **Fit for Use.** All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

12. **No implied Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

13. **Governing Law.** All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

14. **Force Majeur.** Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

15. **Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

16. **Default under Project.** In case of a default of performance of the Project, the Corporation of the City of Kingston reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.
17. **Title and IP Right to the Work.** Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

18. **Insurance.** Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars ($2,000,000.00). WSIB coverage, whether mandatory or optional, shall be provided in addition to Proof of Professional Liability Insurance. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into or award a contract in relation to this Request for Proposal, and throughout the life of the contract.

19. **Enforcement.** Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Kingston including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Kingston in any such legal process.

20. **Opening Process.** The following processes shall be used when RFP submissions are opened:
   a. Over $50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
   b. Less than $50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

21. **Privacy and Freedom of Information.** All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the City of Kingston as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the City of Kingston (the City). Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the City shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business: the cover letter to the tender, quotation, or proposal; the table of contents; lists of figures, tables, and appendices; and any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed). Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The City of Kingston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.
SECTION D – FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under RFP No. EN--2010-31 the Corporation of the City of Kingston according to the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to the Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

WITNESS __________________________

OR

(Affix Company Seal if applicable)

SIGNED __________________________

NAME __________________________

TITLE __________________________

VENDOR NAME ____________________

ADDRESS _________________________

CITY/PROV. _______________________

POSTAL CODE _____________________

TELEPHONE _______________________

FAX NO. __________________________
**CERTIFICATE OF INSURANCE**

The Corporation of the City of Kingston

This is to certify that the insured named below is insured as described below.

PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/TENDER to which this certificate applies – EN-2010-31 LaSalle Causeway Traffic Operations Study

<table>
<thead>
<tr>
<th>Name of Insured</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Name (of Insured)</td>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Insurer’s Name</th>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiry Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial general liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>umbrella</td>
<td></td>
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<tr>
<td>excess</td>
<td></td>
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<tr>
<td>other</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Motor vehicle liability</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*Motor Vehicle Liability – must cover all vehicles owned or operated by or on behalf of the insured.*

<table>
<thead>
<tr>
<th>Tenants Legal Liability</th>
<th>Liquor Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>No OR Yes... (limit)</td>
<td>No OR Yes</td>
</tr>
</tbody>
</table>

**AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury)**

$ [ ]

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Hydro Corporation, 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSUREDS (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Kingston
Attn: Marjorie Robinson
216 Ontario Street
Kingston, ON K7L 2Z3 FAX: (613) 546-6156

Date YR. MO. DAY | Name of Insurance Company or Broker (completing form)

<table>
<thead>
<tr>
<th>Street Name (Insurer or Insurance Broker)</th>
<th>City</th>
<th>Postal Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Authorized Representative or Official</th>
<th>Telephone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(please print)</td>
<td>( )- -</td>
<td>( )- -</td>
</tr>
</tbody>
</table>

Signature of Authorized Representative or Official
APPENDIX ‘B’ - FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT:

Basis of Payment

The Consultant offers to provide the services detailed herein under Part A, The Project and Proposals; Part B, Project Requirements; Part C, General Terms and Conditions and as further detailed in the Consultant’s proposal, to the acceptance of the stated Project Authority for the Total Upset Limit Price:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update Traffic counts and obtain all other required data</td>
<td>$</td>
</tr>
<tr>
<td>Build traffic model with simulation</td>
<td>$</td>
</tr>
<tr>
<td>Develop and assess potential intersection improvements</td>
<td>$</td>
</tr>
<tr>
<td>Transportation Demand Management (TDM) Strategies</td>
<td>$</td>
</tr>
<tr>
<td>Intelligent Transportation Systems (ITS) Initiatives</td>
<td>$</td>
</tr>
<tr>
<td>Cost and implementation schedule for all proposed improvements</td>
<td>$</td>
</tr>
<tr>
<td>Meetings with staff and presentation to EITP Committee</td>
<td>$</td>
</tr>
<tr>
<td>Other required work to complete the Study</td>
<td>$</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$</td>
</tr>
<tr>
<td>Sub Total Limit</td>
<td>$</td>
</tr>
<tr>
<td>GST @ 5%</td>
<td>$</td>
</tr>
<tr>
<td>Total Upset Limit</td>
<td>$</td>
</tr>
</tbody>
</table>

The TOTAL UPSET LIMIT PRICE will be used in rating the Engineering Fee Proposal component.

The Consultant is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classification for which the Consultant will seek payment.

All fees for services must be stated in Canadian Dollars exclusive of GST.

The Consultant should note the following when preparing their proposal:
**Engineering Fees**

Engineering Fees are to include the cost of sub-consultants.

**The Consultant shall also append their proposed project team charge out rates in the submission.** The Consultant shall use these rates to calculate either an increase or decrease in fees in the event of a change in scope of work.

**Disbursements**

All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon for overhead and profit. The following costs will not be reimbursed:

- Communication expenses including facsimile, local phone and cellular charges.
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in the Consultant proposal).
- Travel and Living Expenses unless identified in the proposal or approved in advance.

**Method of Payment**

Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Authority. The invoice should include a breakdown of hours worked by individual team members on each major task and progress to the date on invoice.

**Contractual Acknowledgement**

The Consultant hereby agrees to be legally bound by the provisions of the resulting Agreement, including, but not limited to, the General Terms and Conditions. The Consultant further acknowledges and agrees that the final terms of the resulting Engineering Agreement with the City will be concluded and become legally binding on both parties upon execution of the Agreement. The Consultant further agrees to execute the Agreement within 5 (five) business days of receipt of the Agreement from the City of Kingston.