

City of Regina



REQUEST FOR PROPOSALS

Architectural Consulting Services for

Fire Administration Headquarters - Office Building Renovations

RFP #2834

Deadline for Submissions: 2:00 p.m., C.S.T., March 2, 2016

Pre-submission Meeting: 10:00 a.m., C.S.T., February 17, 2016 at
Fire Administration Headquarters, 1205 Ross Avenue, Regina, SK

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A. INTRODUCTION

The City of Regina (the “City”) is seeking innovative Proposals for the provision of Architectural Consulting Services for facility design and contract administration. These services will include architectural, engineering and cost consulting and incidental services that members of the architectural and engineering professions and those of their employment may logically or justifiably perform. The required services are outlined in the Project Scope of Services and Specifications.

Potential suppliers of these services are invited to submit a Proposal to provide the above mentioned services, as detailed in this document, in accordance with the terms, conditions and response guidelines contained herein.

The renovation of Fire Administration Headquarters, 1205 Ross Avenue, is part of the Corporate Office Space Improvement Program that is targeted at updating and maximizing the flexibility of existing City owned office space by completing the required base building improvements and applying the Contemporary Office Space Guidelines.

B. BACKGROUND

Fire Administration Headquarters is located at 1205 Ross Avenue beside Fire Education and Training Centre located at 1201 Ross Avenue. Fire Administration Headquarters was constructed in 1979, contains a number of original finishes and was last refreshed in 2003. Fire Education and Training was constructed in 1966 and requires minor improvements to specific finishes and minor improvements to specific spaces.

Fire Administration Headquarters is a traditional closed office with minimal open environments to create collaborative work stations. Due to recent reorganization changes an opportunity exists to renew Fire Administration Headquarters to improve the functionality, flexibility, capacity, aesthetics and comfort in addition to bringing it up to current code requirements. The newly renovated space would provide an opportunity to meet adjacency and functional space needs for departments. Target project outcomes would be to increase occupant capacity by a minimum of 20 staff and to ensure this facility is viable for a minimum of another 15 years.

Renovations to office space incorporating a contemporary office design are intended to enhance work processes and employee experience at work while realizing space efficiencies and maximizing effectiveness. Synergies from opportunities for informal conversations and information sharing engage employees through an enabling environment. The physical environment provides a flexible solution to meet the functional requirements of occupants today and for the foreseeable future. The City of Regina Contemporary Office Space Allocation Guidelines will be provided to the successful Proponent.

Main elements of the Fire Administration Headquarters renovation would include:

- Removal of the existing closed office spaces to create an open environment with collaborative works stations creating space with the same corporate look and feel as has been created at the Parks/Facilities Administrative building (1430 4th Avenue), City Hall – Floors 2, 14 and 15 (2476 Victoria Avenue), Water Works Services Department (1430 McIntyre Street) and Building A (2425 4th Avenue).
- Total renovation area is approximately 551 square meters as indicated in Appendix A. The renovation does not include the 73.5 square meters area which is not in contract.
- Facility upgrades including windows, HVAC, all finishes (flooring, paint, blinds, ceilings), all furniture (to the current City standard – not in contract), lighting, sprinklers, washrooms and necessary accessibility and security improvements to improve the environment and extend the useful life of the facility.
- Development of appropriate amenities to support a collaborative and contemporary work environment including privacy rooms, refreshment centre and meeting rooms.

Main elements of the Fire Education and Training renovation would include:

- Within the 1st floor washroom, a 2nd floor office space and 3rd floor washrooms facility upgrades including mechanical, finishes (flooring, paint, blinds), plumbing fixtures, lighting, ceilings, and washrooms to improve the environment and extend the useful life of the facility.
- Mechanical ventilation upgrades and electrical lighting upgrades in the garage service pits.

Improving the functionality, flexibility, service delivery and capacity of office spaces are the primary objectives of a project under the Corporate Office Space Improvement program. The renewal project at Fire Administration Headquarters will achieve improved functionality by improving work group adjacencies.

RFP and Project Schedule

The RFP and project schedule is outlined in the following table, however, the City, in its sole discretion, reserves the right to alter this schedule at any time and for any reason.

Activity	Milestone Date
Release of RFP	February 11, 2016
Presubmission Meeting	February 17, 2016
Deadline for Submission of Questions	February 24, 2016
Proposal Closing Date	2:00 p.m., C.S.T., March 2, 2016
Evaluation / Interviews (if required)	Week of March 7, 2016
Notice of Award to Preferred Proponent	Week of March 14, 2016
Phase 1 - Conceptual Design to be Completed	April 15, 2016
Phase 2 - Preliminary Design to be Completed	May 20, 2016
Phase 3 - Detailed Design and Construction Tender Issuing	June 30, 2016
Phase 4 - Contractor Selected and Engaged	July 29, 2016
- Administration/Management and Project Close Out	August 1 – December 30, 2016

C. DEFINITIONS

Terms used throughout this RFP shall have the following meaning:

“**Architect**” means a person trained and licensed to plan, design, and oversee the construction of buildings;

“**Award Letter**” means the award letter issued to the Contractor as a result of this RFP;

“**City**” means the Municipal Corporation of the City of Regina in the Province of Saskatchewan and includes any person designated or authorized by the City to act on its behalf;

“**Consultant**” means any entity or individual including a Joint Venture that may provide or provides the Services to the City under the Contract;

“**Contract**” means the contract between the City and the Successful Proponent as a result of the RFP;

“**Contractor**” means a vendor who has been successful in obtaining an award and therefore has a contract to do the prescribed works or provide specified product or service;

“**Engineer**” means an individual who holds a certificate of registration to engage in the practice of engineering under *THE ENGINEERING, GEOSCIENCE PROFESSIONS ACT (SASKATCHEWAN)*;

“**Project Manager**” means the employee of the Owner or the consultant engaged by the City, who is responsible for overall administrative of the Works;

“**Proponent**” means a party that submits a Proposal in response to this RFP;

“**Proposal**” means the materials that a Proponent submits in response to this RFP;

D. INSTRUCTIONS TO PROPONENTS

1. Submission of Proposals

Proponents should submit their Proposals as follows:

- one (1) unbound original signed copy in paper form; and
- two (2) hard copies in paper form.
- one (1) electronic version in PDF format.

A Proponent may withdraw its Proposal only if a written request for withdrawal has been received by the City's Purchasing Branch before the closing time. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to closing time.

No change(s) to Proposal submissions will be considered unless received in writing by the City's Purchasing Branch, before the Proposal closing time and date. Changes by facsimile will be accepted if received prior to the stipulated Proposal closing time. The City will not be responsible for failure to receive facsimile changes. The Proponent is responsible for ensuring facsimile changes are received prior to the stipulated Proposal closing time.

Sealed responses should be labelled using the Submission Label attached to this RFP document as Appendix D and forwarded by mail, courier or hand delivered. Any Proposal received at the designated location after the required time and date specified for receipt shall not be considered.

The original copy of the Proposal will be deemed to be the official proposal response. Proposals will be received no later than **2:00 P.M. Central Standard Time, March 2, 2016** using the submission label (Appendix D) and shall be delivered to:

City of Regina, City Hall
Purchasing Branch, 5th Floor or Ambassadors Desk, Main Floor
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Original Proposals must be provided. Facsimiles or emails will not be accepted.

Proposals received after the above closing time and date will not be considered. Proposals will not be publicly opened. The names of the responding proponents will be posted on the SaskTenders website (www.sasktenders.ca).

2. Pre-Submission Meeting

There will be an information session regarding this RFP on February 17, 2016 at 10 A.M., Central Standard Time for any interested Proponents to attend. The session will take place at Fire Administration Headquarters, 1205 Ross Avenue, Regina, Saskatchewan.

3. Innovative Proposals

The City encourages Proponents to identify any value-added services that may be provided or in addition to their own standard business practices that would complement the City's requirements under this RFP. Proponents are encouraged to provide details of any innovative ideas, suggestions,

recommendations, creative ideas, or opportunities for improvement that would enhance the required services.

4. Omissions and Discrepancies

Proponents are required to notify the person listed in Inquiries, immediately in writing, either via fax or by e-mail of any discrepancies or omissions found in the RFP documentation or if the Proponent is in doubt as to the meaning of any provision of the RFP documentation.

The City will issue, before the closing date, a formal written RFP addendum to correct any discrepancy or omission or to clarify the interpretation of any provision. The City will make all addenda available by posting to the SaskTenders website (www.sasktenders.ca). Such addenda shall become part of the RFP document and the resulting contract. It is the responsibility of the Proponent to ensure that their response is in accordance with all addenda and the Proponent acknowledges and agrees that submitting a Proposal response to the RFP, the Proponent is acknowledging receipt of all addenda.

Proposals which are incomplete, illegible or obscure in any way or that contain uncalled for irregularities of any kind may be deemed non-compliant and may be rejected.

5. Inquiries

All requests for information regarding this RFP must be addressed in writing and received five (5) business days prior to the closing date to the attention of:

Tammy Moyse, Coordinator of Purchasing Operations, CPPB
City of Regina, Purchasing Branch
Fax: 306-352-1581
Email: purchasingbranch@regina.ca

No other City representative, agent, employee or elected official is authorized to speak on behalf of the City with respect to this RFP.

Any attempt by a Proponent to contact any City representative, agent, employee or elected official with respect to this RFP may result in the City rejecting the Proponent's proposal.

The decision making authority for this RFP rests with the City.

6. Incurred Costs

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

7. Reservations

The City may, in its sole discretion:

- (a) accept any Proposal in whole or in part without negotiations;
- (b) reject any or all of the Proposals;
- (c) accept any Proposal;
- (d) if only one Proposal is received, elect to accept or to reject it;
- (e) elect to discontinue this RFP process at any time before the end of the RFP process, including after the identification of a successful Proponent;
- (f) alter or suspend, in whole or in part this RFP, the RFP process or any other aspect of this RFP;

- (g) change the limits, scope and details of the this RFP;
- (h) Seek clarification from proponents who respond to this RFP;
- (i) Verify the validity of the information supplied in any proposal received;
- (j) Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in proposals received, after discussion with the proponent;
- (k) Negotiate with the proponents(s) responding to this RFP, consistent with the objectives stated; and
- (l) Accept any proposal that appears to be in the best interest of the City.

If any proposal contains a defect or irregularity such that it fails in some way to comply with any requirement of this RFP, which defect or irregularity, in the sole opinion of the City, can be remedied without providing an unfair advantage to one or more Proponents, the City may request clarification from the Proponent under section 5 of this RFP. Upon receipt of appropriate clarification, the City may, in its discretion, waive the defect or irregularity and accept the Proposal. Failure by a Proponent to provide, within the time specified in the request for clarification, a written response that properly clarifies its Proposal and rectifies the defect or irregularity, may result in disqualification from this RFP process.

8. Subcontracting

It is anticipated that some companies may not be able to fully address the full requirements on their own. Such companies are encouraged to combine their resources with those of other companies. In such cases, it is mandatory that the RFP be submitted in the name of one of the Proponents who will act as the prime Proponent.

9. Collusion

Proposals shall be made without any connection, comparison of figures, or arrangements with or knowledge of any other person or persons making a Proposal for the same Services and shall be in all respects fair and without collusion or fraud.

10. Proposal Acceptance Period

By submitting a Proposal, each Proponent agrees that their Proposal may be subject to acceptance by the City any time prior to sixty (60) days after due date for submitting Proposals.

11. Confidentiality

The City acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Proponent's Proposal will be kept confidential during the evaluation phase but the Proponent acknowledges that its proposal may be openly discussed at City Council should staff recommend the Proponent's submission.

The Proponents acknowledge that the City is, however, bound by *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and *The Cities Act* (Saskatchewan) and all documents submitted to the City will be subject to provisions of those pieces of legislation and their respective regulations. Proponents are advised that Applicable Laws may afford rights of production or inspection at the application of third parties and that the Contract entered into by the successful Proponent will by law be available for inspection by members of the public.

12. 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.

13. Permits and Licenses

The Consultant shall obtain and pay for all necessary permits and licenses required for the performance of the Services. The Consultant will be required to comply with all Applicable Laws in performing the Services.

14. Conflict of Interest

Each Proponent must make full disclosure of any of the following existing business relationships with any member of City Council, the City Manager or any Executive employee of the City of Regina:

- If a private company – details of ownership of shares by any of the above.
- If a public company – details of any ownership of shares, in excess of 1% of total shares issued by any of the above.
- If a partnership – details of any partnership arrangement of any of the above.
- Details of any directorship of any of the above, unless the directorship is only by reason of the individual being a member of Council, and who has Council's authorization to vote.
- Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.

Disclosure, if any, must be made in writing and accompany the Proponent's Proposal.

Each Proponent must make full disclosure of any relationship of any employee of the City who makes recommendations concerning the selection of Proposals or any employee who may allot work to or order supplies from the successful Proponent. In addition, each Proponent must reveal any details of ownership or partnership arrangements of any immediate relative employed by the City who alone or with other relatives holds more than a 25% interest.

15. Proposal Prices

All prices proposed must be in Canadian Currency. If not stated otherwise, the City will assume prices quoted are in Canadian funds and shall include all costs of providing the services.

Proposals that contain prices which appear to be as unbalanced as likely to affect adversely the interests of the City may be rejected.

Whenever the amount proposed for an item in a Proposal does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern and the extended amount proposed for that item shall be corrected accordingly.

Note to Consultants Non-resident of Canada:

Section 153(1)(g) of the Income Tax Act (Canada) and Subsection 105(1) of the Income Tax Regulations (Canada) 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).

All prices proposed by Non-Residents of Canada must contemplate any and all withholding obligations that may be applicable.

16. Governing Law

This RFP process shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

17. Execution of Formal Contract

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 any or all proponents regarding their proposal and to cancel this Request for Proposal for any or no reason. All terms and conditions of this RFP are deemed to be accepted by the responding company and incorporated by reference in their proposal.

If a Proponent's Proposal is accepted, the successful Proponent shall enter into a formal, written contract (the "Contract") with the City in substantially the same form as the Contract appended as Appendix C to this RFP.

The successful Proponent will endeavour in good faith and in a timely manner to finalize and execute the Contract without delay.

The following points are made to highlight requirements and conditions:

- The Agreement includes the Request for Proposals, the Consultant's Proposal, and the percentage fee amount for the Work as part of the agreement.
- Payment will be subject to the percentage fee amount for each Phase of work.
- A minimum insurance throughout the period that Consultant services are provided and through the Project Warranty period.
- Insurance coverage to be secured by the Consultant for the project, produce proof of insurance within 14 days of award notice.
- The Consultant shall ensure that all professional registration requirements in the Province of Saskatchewan are met.
- All reports and plans generated as a result of this project will become the property of the City.

18. Amending the RFP

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 any or all proponents regarding their proposal and to cancel this Request for Proposal for any or no reason. All terms and conditions of this RFP are deemed to be accepted by the responding company and incorporated by reference in their proposal.

19. Proponent’s Responsibility for Assessing Local Conditions

Proponents shall visit the site(s) of the proposed work and ensure they are aware of all local conditions, including Regina’s weather conditions, and ensure allowances in their Proposals for conditions and limitations as they affect the carrying out of the Services. The Proponent’s failure to make all necessary examinations will not be accepted as a basis for any claims for extra compensation, extension of time or relieve the Proponent of any of their obligations to carry out the provisions of their contract.

20. Credit Checks

The City reserves the right to request financial information/credit checks/securities that will protect the City’s interests and/or demonstrate that the Proponent has the financial capability and stability to supply the necessary services as outlined in the RFP. Failure to comply with this requirement may result in the disqualification of the Proposal.

21. Additional Terms and Conditions

Any terms and conditions proposed by the Proponent inconsistent with or in addition to this RFP or the schedules or appendices thereto shall be void and have no effect.

22. Standard Terms and Conditions

a) Invoicing and Payment

The Consultant shall invoice the City for the Services rendered, with documentation satisfactory to the City as follows:

- The Consultant’s fee is to be given as a percentage amount of the sum of the total awarded construction contract amount plus the total of owner initiated change orders.
- The Consultant’s fees must be listed separately for the Fire Administration Headquarters building and for the Fire Education and Training building.
- Remuneration for professional services shall be based on a of project completion.
- Each month, the Consultant will provide a project progress report along with the invoice detailing the work completed during that month broken down by phase, the time expended, the resources expended and the expenses incurred.
- Each project progress report will have the following information: work accomplished for report period; work for next period; project budget and architectural fees; and problems.
- Each invoice will include a summary of previous invoices and the predicted cost to complete the services: For example:

Invoice this period (to date_____)	\$ _____
Total invoice to date	\$ _____
Budget figure	\$ _____
Estimate of total fees to completion	\$ _____

- No payments that exceed that percentage fee amount will be made without approval.
- Month that work was performed in; and
- Amount payable with GST and PST shown as a separate amount.

The Consultant shall invoice the City on a monthly basis. Invoices shall be sent by email to payables@regina.ca.

Payment shall be in Canadian funds net thirty (30) calendar days after receipt and approval of Contractor’s invoice.

The City may at its option pay the Consultant by direct deposit to the Consultant's banking institution.

b) Safety

Proponents must ensure that all health and safety requirements required by *The Saskatchewan Employment Act* and its subordinate regulations are adhered to at all times and shall ensure that any subcontractors engaged are able to comply with all health and safety requirements before commencing their work. When requested by the City, the successful Proponent shall provide copies of all safety policies, procedures and plans prior to the commencement of their engagement.

The City may order the suspension of work in cases of recognized imminent danger or when the successful Proponent fails to comply with Occupational Health and Safety Division Notices of Contravention, Compliance Undertakings or any other orders issued by any governmental authority or fails. In the event of an accident or dangerous occurrence involving the successful Proponent or its subcontractors, the successful Proponent shall conduct an accident investigation in accordance with applicable laws and shall supply a copy of its investigation report to the City within 72 hours of the accident or dangerous occurrence.

The successful Proponent shall maintain or ensure that full records are kept of all incidents relating to health and safety during its engagements and make all records available for inspection by the City upon reasonable notice.

c) Insurance The successful Proponent shall during the term of its agreement and at its own expense maintain with insurers allowed by the laws of the Province of Saskatchewan to issue insurance policies in Saskatchewan and in forms satisfactory to the City Solicitor the following insurance policies:

- (1) A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall include:
 - i) The City as an Additional Insured;
 - ii) A Cross Liability clause;
 - iii) Contractual liability coverage;
 - iv) Non-owned Automobile liability clause;
- (2) A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the successful Proponent in providing professional services under this Agreement, such insurance policy to be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one claim, and in the annual aggregate, or such other amount as agreed to by The City and the successful Proponent and confirmed in writing, and such insurance shall remain in operation for at least twelve (12) months after end of the contract

The said insurance policies shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the successful Proponent of said insurance policies.

The successful Proponent shall furnish documentary evidence satisfactory to the City Solicitor of evidence of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiry date(s) thereof.

The successful Proponent and not The City shall be responsible for any deductible that may apply in any of the said insurance policies.

The successful Proponent covenants and agrees that the City's insurance requirements mentioned above will not be construed to and shall in no manner limit or restricts the liability of the successful Proponent.

d) Workers' Compensation

Proponents must be registered and in good standing pursuant to *The Workers' Compensation Act, 2013* (Saskatchewan) or exempt from the provisions thereof. Proponents shall be solely responsible for and shall pay all dues and assessments payable under *The Workers' Compensation Act, 2013* (Saskatchewan) in respect of the services completed pursuant to this RFP and will be required to indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the provision of the services completed pursuant to this RFP.

e) Consultant Representatives

Any changes to the Consultant or sub-consultant primary and alternate project representatives must be agreed to by the Owner.

E. EVALUATION

All Proposal submissions must be in reference to the City’s response requirements and the terms and conditions stated in this RFP. Any Proponent taking exception to any of the City’s response requirements and/or any terms and conditions or the Contract, will be evaluated accordingly.

The City will evaluate Proposals and will select the Proposal that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposal, and the resulting Contract. The City’s decision is final.

Proposals will be evaluated on the guidelines shown below:

Criteria	Weighting
(A) Project Personnel	35 %
a) Relevant Experience – ability to perform the services	
b) Past Performance – specific record of similar services	
c) Team History – previous experience working together	
d) Key personnel to support all project requirements and deliver what is required in RFP	
(B) Fees	20 %
a) Proposed percentage fee	
b) Cost saving demonstrated	
c) Distribution of fees	
(C) Project Methodology	20 %
a) Approach to delivering project	
b) Understanding of the project, its purpose, scope, problems and issues	
(D) Schedule	15 %
a) Milestones	
b) Controls and solutions	
c) Key personnel availability throughout the project	
d) Past performance	
e) Timely project completion	
(E) Innovation	5 %
a) Problem solving and approach	
b) Flexibility	
(F) Quality of Proposal	5 %
a) General quality	
b) Completeness	
c) Readability	
d) Layout	
Total Score	100%

The City may, at its sole option, conduct interviews of the top-ranked Proponents as identified by the RFP to further understand and clarify the Responses that are received from those Proponents and to confirm that the proposed solution will meet the City's stated requirements. The decision to request clarifications or to conduct interviews is at the City's sole discretion and where required Proponents will be contacted to schedule a time and location for the interviews.

All Responses will be evaluated based upon the Evaluation Criteria described herein and those Proposals that score less than seventy five (75) marks based upon the Evaluation Criteria will be considered rejected and receive no further consideration from the City.

F. CONTENTS OF PROPOSAL

The Proposal itself should be organized in the following format and informational sequence:

- Cover Letter;
- Response to Scope of Services and Requirements; and
- Cost of Services.

The information provided in these sections will be used in the evaluation of the Proposals. Proponents whose Proposals meet all of the requirements of this RFP will score higher than those Proposals who do not meet all of the requirements of this RFP.

1. Cover Letter

Provide a covering letter briefly introducing the Proponent and stating the Proponent's understanding of the service required and the requirement(s) that the Proponent is responding to. The letter should include the names of the persons who are authorized to make representation for the Proponent, their titles, addresses and telephone numbers, email and website. The letter should also state the location of the office of the Proponent. The letter should be dated and signed by an official authorized to make commitments and provide any clarifications with respect to the Proposal on behalf of the Proponent.

2. Response to Scope of Services and Requirements

The Proponent's Proposals should include sufficient detail to address all City requirements as listed under the Scope of Services and Requirements Section of the RFP. The Proponent's Proposal should provide an overview of its understanding of the requirements for the services required by this RFP and an outline of its technical plans to fulfill these requirements, including but not limited to the following:

- An executive summary (2 pages or less) of the clear advantages and strengths of the Consultant that would differentiate it from the other proponents.
- The resumes of all employees/personnel who will be involved in the project, their respective roles within the project, a statement of each person's availability and number of hours per team member assigned to the project.
- The experience of the Proponent, including staff and equipment resources.
- The primary and alternate representatives for the project.
- A listing of all sub-consultants and their related and past experience. Primary and alternate project representatives for each sub-consultant.
- Consultant and sub-consultant contract administration staff must be indicated.
- A detailed schedule work plan of how the proponent intends to proceed with the project.
- A statement of all duties that the Proponent believes is necessary to provide the City with adequate professional services.
- The maximum fee for consultant services, which fee will be considered as the percentage fee amount.
- A breakdown of how the percentage fee amount 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 Proponent.
- A schedule of rates and multipliers to be charged for all employees who may be used on this project. This information must be used for invoicing, but will be kept confidential. As the

proposed architectural services fee is one of the evaluation criteria, for consistency with the selection process, the City will not accept any other structures/options for architectural fee.

- Detail on mark ups for disbursements, travel costs for out-of-town staff, and any other miscellaneous costs that may be expected.
- A detailed statement on how the Proponent intends to control Consultant fees.
- A detailed statement of how the Proponent intends to control project costs.
- A summary of the Proponent's insurance portfolio, specifically the professional liability insurance and the comprehensive liability packages carried by the Proponent, or proposed to be secured for the project.
- The Proponents will provide an overview of their project management philosophy and methods that will be utilized for this project.

3. References

Proposals must include a list of references providing insight into a Proponent's general reputation along with the skills and qualifications necessary to diligently and properly perform the work in accordance with the RFP. References are to be from clients for whom you have provided similar services as those outlined in this RFP. Include at least three (3) references, complete with the names, titles, phone number and email addresses.

The City reserves the right to check the references of any and all Proponents at any time during the evaluation process at the City's discretion. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee in assessing a Proponents capacity and capability to provide the Services as outlined in this RFP.

The City may use its own experience with the Proponent, through previous interactions, contracts or related to assess the Proponent's past performance.

The City reserves the right to disqualify any Proponent, whose references, in the opinion of the evaluation committee are found to be unsatisfactory.

G. PROJECT SCOPE OF SERVICES AND SPECIFICATIONS

1.0 General

The City requires the services of a Architectural firm to provide comprehensive, expert, architectural and other specialist services required to achieve the objectives and complete the scope of work presented or reasonably inferred and to direct and coordinate the activities of all and other specialist personnel engaged in work for this project. Sub consultant scope of work is anticipated to involve the disciplines of mechanical, electrical, civil and structural.

Consultants are encouraged to add whatever duties they may feel are necessary to provide the City with adequate professional architectural services on this project.

The scope of work provided in this section describes the City’s current assessment of the project. The Consultant will be required to review the scope and determine if any additions or deletions will be required.

2.0 Project Description

The successful Proponent will undertake the design development of the renovations of Fire Administration Headquarters utilizing the City of Regina – Contemporary Office Space Allocation Guidelines, the current office furniture standards and the current finish standards adopted by the City of Regina. The project will include the design development of an open space environment, finishes, lighting, ceilings, mechanical and electrical upgrade, upgrade to the exterior windows, sprinkler system review, parking lot capacity review, the preparation of preliminary designs and cost estimates, preparing detailed drawings for the approved option and providing construction contract administration. It is anticipated that by utilizing the previously determined finish scheme and standards Architectural / Mechanical / Electrical (AME) solutions that the design effort will be reduced. The building will be held vacant during construction. During construction Fire Dispatch will operate 24 / 7 and the appropriate accommodations will need to be made to continue operations uninterrupted.

The successful Proponent will undertake the design development of the renovations of Fire Education and Training include the design development of finishes, lighting, ceilings, mechanical upgrade, the preparation of preliminary designs and cost estimates, preparing detailed drawings for the approved option and providing construction contract administration. It is anticipated that by utilizing the previously determined finish scheme and standards Architectural / Mechanical / Electrical (AME) solutions that the design effort will be reduced. Access to the building will be made available during construction.

The Consultant’s responsibilities are broken into four (4) phases:

- | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Phase 1 (12.5%): | Conceptual Design <ul style="list-style-type: none"> • (includes Pre Design and Schematic Design) |
| Phase 2 (12.5%): | Preliminary Design <ul style="list-style-type: none"> • (includes Design Development) |
| Phase 3 (55%): | Detailed Design and Construction Tender Issuing <ul style="list-style-type: none"> • (includes Construction Documents and Bidding or Negotiating) |
| Phase 4 (20%): | Construction Administration/Management & Project close-out <ul style="list-style-type: none"> • (includes Construction Contract Administration and Post Construction) |

The detailed tasks for each Phase are listed below:

2.1 Conceptual Design - Phase 1 Services:

It will be necessary that the following steps occur early in the commission to provide the maximum amount of flexibility for the project between the Consultant and the City. The objective of this phase is to present the City with three (3) conceptual floor plan options, two (2) conceptual parking lot layouts, a high level review of window condition and location, and a high level review of the sprinkler system for the Fire Administration Headquarters. The preferred floor plan is to be presented for Fire Education and Training. Recommendations are to be provided to the City which option best meets the City's needs. Tasks to be performed will include, but are not limited to the following:

- 2.1.1 Review and understand the City of Regina – Contemporary Office Space Allocation Guidelines.
- 2.1.2 Review and understand City of Regina furniture standards (Teknion – (a) Altos architectural wall system (b) Leverage – office panel system).
- 2.1.3 Examine the existing interior and exterior architectural systems and finishes.
- 2.1.4 Examine existing mechanical, plumbing and electrical infrastructure.
- 2.1.5 Coordination with City staff to access building drawing records and any site information that is required.
- 2.1.6 Hold a project initiation meeting to ensure project objectives are met.
- 2.1.7 Once sufficient information and options have been investigated, provide a conceptual design report for Fire Administration Headquarters outlining the three (3) different floor plan options and the two (2) conceptual parking lot layouts including: the advantages and disadvantages of each option, visual representation of each description, an estimated project budget and schedule/phasing information for each option. The exterior windows require a high level review of replacing the existing windows, enlargement of the existing windows and the feasibility of adding additional windows to provide more sunlight in the open office environment. The accuracy of the preliminary conceptual options cost estimate shall be +/- 20%. The Consultant may need to meet with the City and provide additional commentary on the conceptual options & report. One digital PDF copy of the conceptual design report shall be provided.
- 2.1.8 Once sufficient information and options have been investigated, provide a conceptual design report for Fire Education and Training outlining the preferred floor including: the advantages and disadvantages of each option, visual representation of each description, an estimated project budget and schedule/phasing information for each option. The accuracy of the preliminary conceptual options cost estimate shall be +/- 20%. The Consultant may need to meet with the City and provide additional commentary on the conceptual options & report. One digital PDF copy of the conceptual design report shall be provided.

Following the completion of the conceptual design, a review and approval of work will be completed. The City will review the recommended plan and provide feedback with regards to selection of a floor plan that will proceed to preliminary design.

2.2 Preliminary Design – Phase 2 Services:

Preliminary design of the project will proceed upon receipt and approval by the City of the conceptual design (Phase 1) report, the confirmation of remaining fees and disbursements and based upon the City

selecting floor plans. At the end of the preliminary design, a short report will be turned over to the City summarizing the outcomes of this design phase. The tasks for the detailed design phase include, but are not limited to:

- 2.2.1 Provide sufficient site investigation that may be necessary for definite preliminary design and costs.
- 2.2.2 Undertake the preliminary design of the architectural, mechanical, plumbing and electrical systems.
- 2.2.3 Undertake the preliminary design of any special features, millwork, signage and finishes to the standard required for the project.
- 2.2.4 At Fire Administration Headquarters undertake the preliminary design of exterior window replacement which works in conjunction with the exterior façade. A review of replacing the existing windows, enlargement of the existing windows and the feasibility of adding additional windows to provide more sunlight in the open office environment needs to be performed.
- 2.2.5 At Fire Administration Headquarters undertake the preliminary design of the sprinkler system subject to the approved conceptual design budget.
- 2.2.6 At Fire Administration Headquarters undertake the parking lot design subject to the approved conceptual design budget.
- 2.2.7 Identify all known environmental, safety, construction and other constraints / restrictions and risk associated with the project.
- 2.2.8 Address any building code compliance items associated with this project.
- 2.2.9 In consultation with the City develop and support the strategy for Asbestos remediation.
- 2.2.10 Coordinate and implement security and sound masking preliminary designs.
- 2.2.11 Facilitate an engaged process to determine the space requirements (space programming) for the work groups identified as the tenants of Fire Administration Headquarters. Space programming must be coordinated with the City's furniture, wall system and office panel system supplier.
- 2.2.12 The Consultant shall prepare a short preliminary design report which shall include all assessments, conclusions, cost estimates, proposed project schedules recommendations. The preliminary design report should include a cost estimate for proposed construction within +/- 15%. One digital PDF copy of the preliminary design report shall be provided.

2.3 Detailed Design and Construction Tender Issuing – Phase 3 Services:

Detailed design and construction tendering of the project will proceed upon receipt and approval by the City of the preliminary design (Phase 2) report and the confirmation of remaining fees and disbursements. The objective of this phase is to complete the detailed design, prepare specifications and drawings for the acquisition of goods and services, and carry out any other preparations, acquisitions or approvals necessary before the construction phase. The tasks to be included in the detailed design phase include, but are not limited to, the following:

- 2.3.1 The design of all project elements, based on owner direction from the preliminary design phase.
- 2.3.2 Present detailed specifications for all demolition of existing equipment, and provide guidance on salvaging any existing equipment.
- 2.3.3 Finalize design details with the City's furniture, wall system and office panel system supplier.
- 2.3.4 The Consultant will provide three (3) sets of prints to the City for review at 50%, 90% and 99% completion stages. The final submission will consist of three (3) hard copies and one digital copy of the AutoCAD drawings files.
- 2.3.5 Preparation of tender specifications. The City's current version of Standard Construction Contract templates will be provided in Word format for the Architect to produce final tender documents. Final tender documents may proceed upon approval in writing by the City.
- 2.3.6 Submit drafts of the Construction Contract documents to the City's Project Manager and the City's Purchasing Agent for review at least three (3) weeks prior to the planned release date.
- 2.3.7 Provide a final copy of Construction Contract documents including all specifications and drawings in PDF format to the City's Purchasing Agent for release.
- 2.3.8 Prepare and submit pre-tender cost estimates accurate to within 10%. All estimates will be submitted to the City at least three (3) weeks prior to the issuance of tenders.
- 2.3.9 Facilitate including take minutes of any public information, pre-tender and project meetings, as necessary. Prepare and provide MS Word version of addenda to the City's Project Manager and City's Purchasing Agent for review and release.
- 2.3.10 Provide project and architectural and engineering change controls to complete the project on time and within the budget.

2.4 Construction Administration/Management & Project Close-out – Phase 4 Services:

During the construction phase, the Consultant will provide services to ensure the orderly and correct construction of the work. General architectural and engineering services during the construction phase include, but are not limited to:

- 2.4.1 Provide consulting administration for the duration of the contract. This includes, but is not limited to, review of construction schedules, approval of alternate materials, and review of shop drawings.
- 2.4.2 Periodically visit the site and/or place of business to determine the Contractor's and/or supplier's progress and the quality of work. Provide monthly reports along with progress reviews for architectural systems and for each sub-consultant scope of work.
- 2.4.3 Keep the City informed of progress on the project, such as meeting schedules, completion dates, financial trends affecting the project budget, and quality of the work.
- 2.4.4 Guide the Contractor in the interpretation of the contract drawings and documents.
- 2.4.5 Assess the need to add, delete, or change work and issue change orders when approved by City.

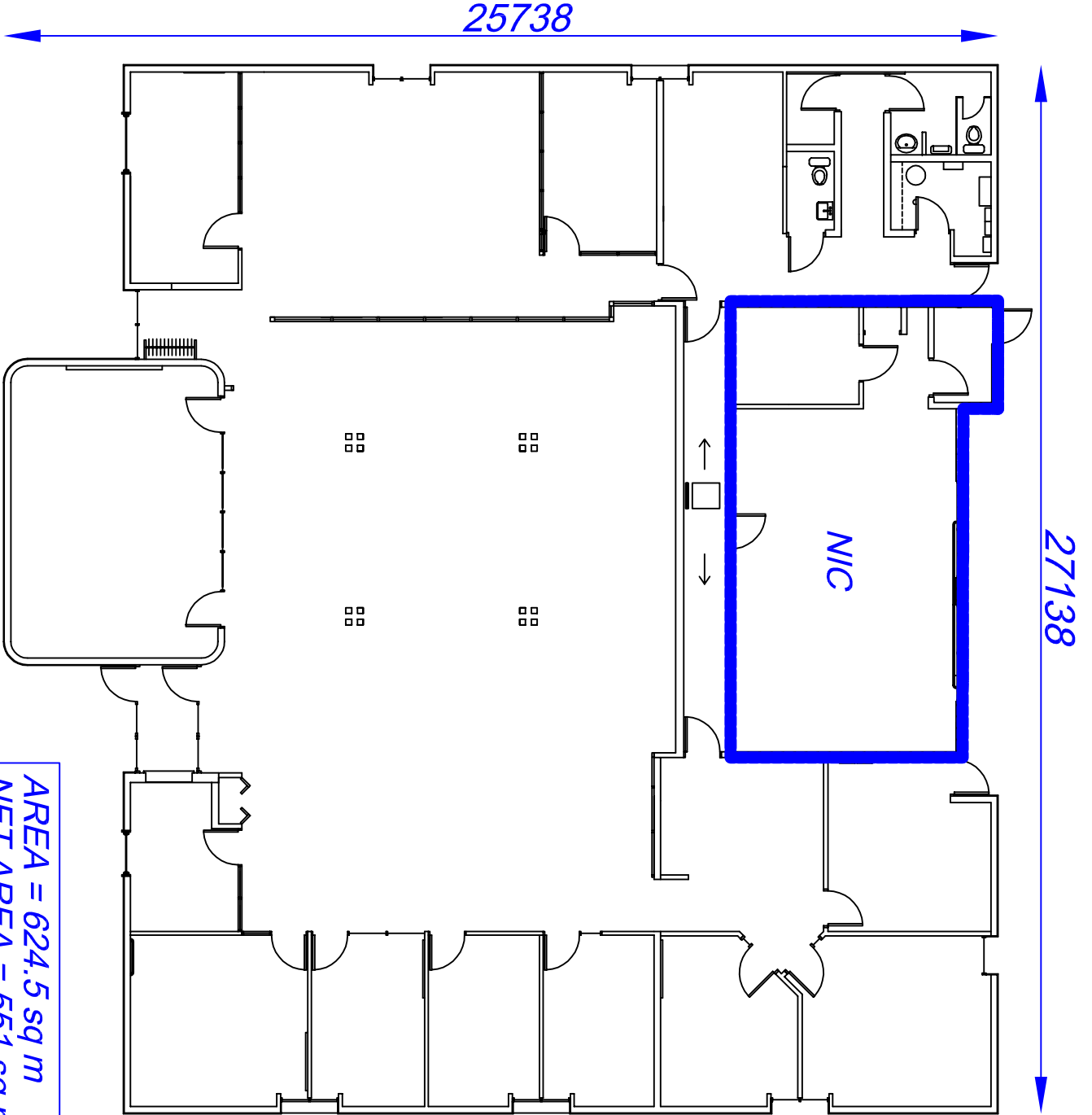
- 2.4.6 Coordinate the installation of all furniture components concurrent with the construction schedule.
- 2.4.7 Coordinate drawings and specifications as per the construction phasing requirements for the Fire Administration Headquarters building and the Fire Education and Training building.
- 2.4.8 All new equipment is to be commissioned to ensure all design objectives are met.
- 2.4.9 Observe and report on performance tests and deficiencies, and if necessary, arrange for re-tests and re-inspections to ensure that the deficiencies have been corrected.
- 2.4.10 Ensure that all Consultants and Contractors on the project site comply with Occupational Health and Safety Regulations and City of Regina safety policies and procedures.
- 2.4.11 Provide final inspection services at the end of construction.
- 2.4.12 Provide a record for all final measurements and submit an accurate record of (as-built) drawings for all work performed within sixty (60) days of Project Completion. The City will be provided with AutoCAD 2010 files and two (2) reproducible copies of the record drawings. Drawing layers and conventions are to conform to the City's drafting standards. Drawings for the individual buildings of Fire Administration Headquarters building and for the Fire Education and Training building must be kept separate and considered stand alone.
- 2.4.13 Provide all necessary general architectural/engineering services during the maintenance period. Perform the final inspection of the work prior to the expiration of the warranty period.

2.5 Project Management

The Consultant will be responsible for all elements of project management throughout the project. Effective management and cost control techniques are a requirement for a project of this nature. The tasks as part of the project management include, but are not limited to:

- 2.5.1 Provide cost and schedule control for the architectural services agreement, supply and construction installation contracts. Ensure that no work is performed for any identified task that will cause the approved budget for that task to be exceeded without having prior authorization from the City to do so.
- 2.5.2 Bi-monthly project progress meetings with the City and record reports which will update Consultant and Contractor progress to date, and projected schedule and costs to completion. All minutes will be circulated and corrected promptly after the meeting. Project schedules will be presented in a Gantt format showing the complete work breakdown structure, baseline and estimate to completion.
- 2.5.3 Submit invoices monthly indicating progress to date. The invoice will also include a project budget summary showing, amount invoiced, amount billed previously, amount billed to-date, balance remaining, and percent completion, for each of the tasks identified in the Consultant's Proposal. Invoices must list the Consultant's fees separately for the Fire Administration Headquarters building and for the Fire Education and Training building.
- 2.5.4 Provide a documented control system that will log and track all project correspondence, minutes, reports, vendor drawings, engineering drawings, material receiving reports, etc. Submit all correspondence to the Project Manager.

APPENDIX A - EXISTING FLOOR PLAN

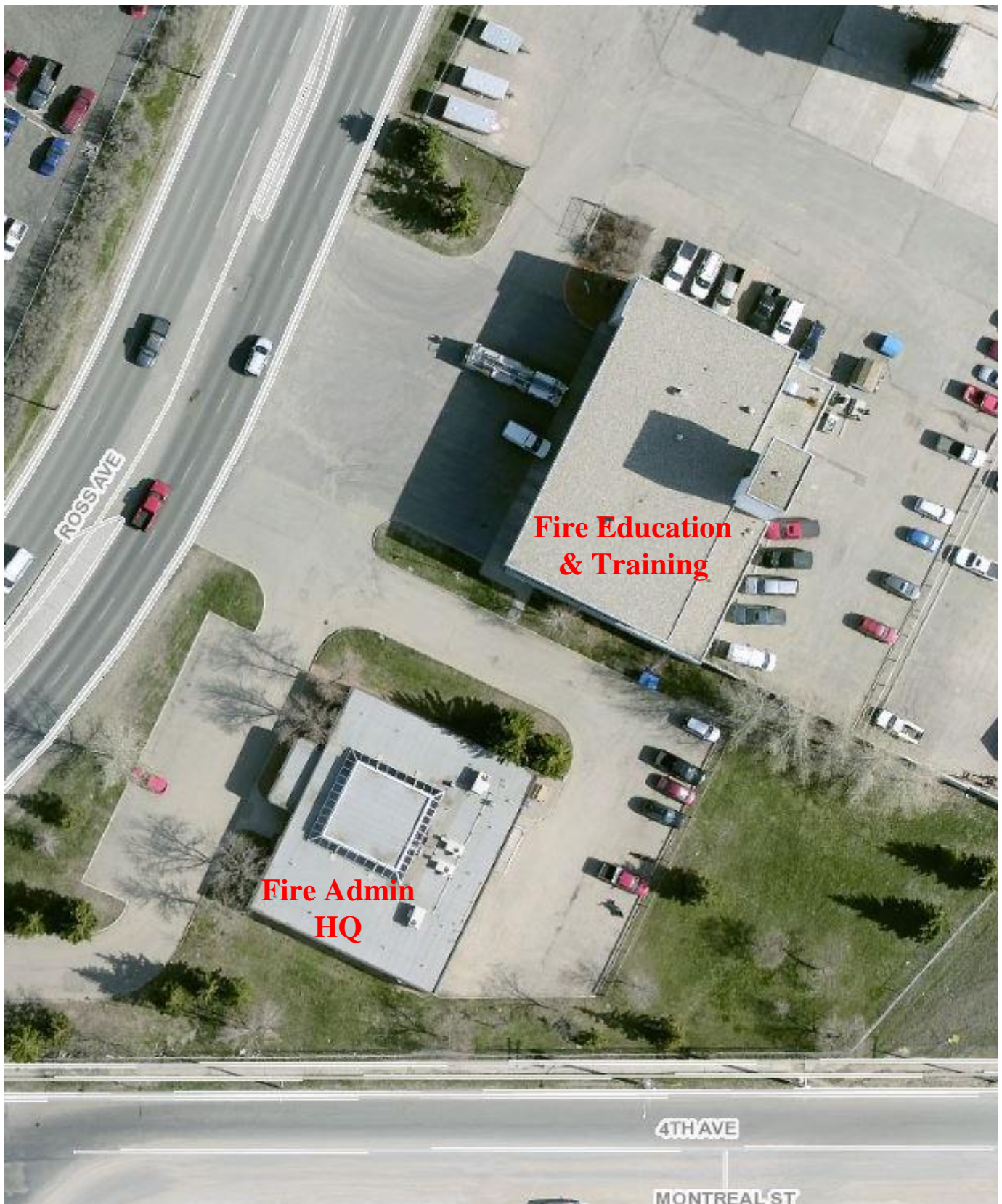


AREA = 624.5 sq m
NET AREA = 551 sq m
PERIMETER = 86.5 m

FIRE ADMINISTRATION HEADQUARTERS BUILDING



**Fire Administration Headquarters
Plan View**



**APPENDIX C
ARCHITECTURAL SERVICES AGREEMENT**

This Agreement dated for reference as of the ____ day of _____, 20__.

Between:

THE CITY OF REGINA, a municipal corporation incorporated pursuant to the laws of Saskatchewan (the "**City**")

- and -

• (the "**Architect**")

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Architect each agree with the other as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Whenever used in this Agreement, including the recitals and schedules hereto, the following terms shall have the meanings set out below:

- (a) “**Applicable Laws**” collectively means the common law and any and all statutes, by-laws regulations, permits, approvals, certificates of approval, licenses, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal;
- (b) “**Business Day**” means any day except Saturday, Sunday or any statutory holiday in the Province of Saskatchewan;
- (c) “**Contract Documents**” means all documents relating to the Work issued by or through the Architect;
- (d) “**Contractor**” means any party contracting with the City for the provision of labour, materials and equipment for the execution of the Work;
- (e) “**Deficient Services**” shall have the meaning ascribed to it in Section 2.6(a) hereof;
- (f) “**Field Services**” means the services of applying such reasonable inspection and sampling procedures at the Project site as the Architect considers necessary to

enable him to ascertain whether a Contractor is carrying out the Work in general conformity with the requirements of the contract(s) issued relating to such Work;

- (g) “**Force Majeure**” means, as long as the occurrence or effects of the event could not have been avoided, prevented or provided against by the party relying on the event with the exercise of reasonable care and/or diligence or by making commercially reasonable alternative arrangements, any act of God, including storms, tornados, earthquakes, landslides, floods, washouts, and fires; any act of terrorism, sabotage, war, insurrections, vandalism, riots, epidemics; restraints by governments or governmental agencies; any court order, or directive or ruling of any governmental or administrative body; or any other similar cause beyond the reasonable control of the party relying on the event, but does not include:
- (i) equipment failure, strikes, lockouts, and any other industrial concerted action by workers of the Architect or its Sub-Architects;
 - (ii) shortages of labour, materials, transportation or utilities unless caused by circumstances that are themselves Force Majeure; or
 - (iii) lack of finances or any inability to perform because of the financial condition of a party or Sub-Architect.
- (h) “**Intellectual Property**” means any process, information, technology, know-how, software (whether compiled or source code), formulation, substance, model, drawing, specification, design, industrial design, or invention, whether or not capable of protection by law relating to patent, copyright, trade-mark, industrial design, privacy, trade secret, or some other form of intellectual property right;
- (i) “**Project**” shall have the meaning ascribed to it in Section 2.1 hereof;
- (j) “**RFP**” shall have the meaning ascribed to it in Section 1.2 hereof;
- (k) “**RFP Response**” shall have the meaning ascribed to it in Section 1.2 hereof;
- (l) “**Services**” shall have the meaning ascribed to it in Section 2.1 hererof;
- (m) “**Shop Drawings**” means drawings, diagrams, illustrations, schedules, performance charts, technical brochures and other data which are to be provided by a Contractor or by others to illustrate details of a portion of the Work;
- (n) “**Sub-Architect**” means any registered/licensed professional Architect, architect or other specialist engaged by the Architect in connection with the Project for the purposes of providing the Services;
- (o) “**Substantial Performance**” means that the Work is ready to be used or is being used for the purpose intended and is so certified by the Architect, and shall have the same definition as set out in *The Builders' Lien Act* (Saskatchewan);

- (p) **“Work”** means the labour, materials, and services required to be performed by a Contractor to complete the Project; and
- (q) **“Work Product”** collectively means all documents, drawings, data, and other materials, including all input, advice and commentary, whether written or unwritten, relating to the Services produced by the Architect pursuant to this Agreement.

1.2 Schedules

The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part hereof:

- (a) the City's Request for Proposals, RFP #• attached hereto and marked as Schedule “A” (the **“RFP”**); and
- (b) the Architect’s Proposal for Services dated • attached hereto and marked as Schedule “B” (collectively, the **“RFP Response”**).

1.3 References

For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) any reference to a currency is a reference to Canadian currency;
- (c) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile or other electronic means;
- (d) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and

(f) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

1.4 Invalidity of Provisions; Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.5 Waiver

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a “**Right**”) under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

1.6 Governing Law, Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

1.7 Interpretation Not Affected by Party Drafting

Each party hereto acknowledges that he, she or it and his, her or its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

1.8 Conflicts and Paramountcy

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Schedules and any inconsistency between the Schedules will be resolved in the following order of priority:

- (a) the RFP; and
- (b) the RFP Response.

ARTICLE 2
PROVISION OF SERVICES

2.1 Engagement and Project Scope

The City hereby engages the professional services of the Architect and the Architect agrees to provide the City with professional services in connection with _____ (the “**Project**”), the details of such services as are set out in the RFP and the RFP Response, which are attached hereto and form an integral part of this Agreement (collectively, the “**Services**”).

2.2 Architect’s Covenants

The Architect:

- (a) acknowledges that timely performance of the Services is of paramount importance, and agrees to perform and complete the Services in a diligent manner in accordance with this Agreement;
- (b) comply and observe all occupational health and safety requirements that may be applicable and carry out the Project, including all Services, with due regard for public safety and shall provide the City with prompt notice of any occupational health and safety order that the Architect receives in respect of the Project;
- (c) shall with all Applicable Laws and use all reasonable skill and care such that any Work Product produced complies with City development standards and by-laws and be responsible for interpreting building codes and by-laws as they apply to the Project;
- (d) shall deliver to the City all Work Product in accordance with the requirements of this Agreement;
- (e) shall issue certifications as set forth in this Agreement, only where Field Services have been performed by the Architect.
- (f) shall provide reasonable cost estimates and construction schedules relating to the Work as may be required by the City;
- (g) shall obtain all required permits, licenses, authorizations, approvals and accreditation, including (without limitation) a business license from the City;
- (h) shall 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;

- (i) shall review and provide opinion and advice to the City on all specifications, drawings, studies, bids or other technical documents that the Architect may be provided from time to time such that the City can advance the Project and ensure completion of the Project is obtained in accordance with the standards and requirements specified by the City; and
- (j) shall to the extent that the Architect is required to do so in this Agreement, coordinate the activities of any of its Sub-Architects and cooperate with the City, and with any other contractors retained by the City in connection with the Project.

2.3 Architect's Representations and Warranties

The Architect represents and warrants to the City that:

- (a) it is knowledgeable and experienced with respect to the execution of projects such as the Project and with respect to services such as the Services, and that it has the resources necessary to perform the Services in accordance with the standard of care applicable to the Services;
- (b) it shall complete sufficient design work and establish appropriate specifications for the detailed design work to be governed under separate agreements with third parties, such that the overall required results as stated in this Agreement are achieved;
- (c) it shall perform the Services in a good, professional, well-engineered and well-designed manner, and in accordance with the good contemporary industry and architect and design practices for services of a similar nature for use in projects such as the Project, consistent with the objectives and the design concept of the City; and
- (d) it owns the Intellectual Property rights associated with the deliverables under this Agreement, including the right to grant the City the right to use the deliverables pursuant to Section 9.3, free from all encumbrances, that its Intellectual Property rights and the City's right to use them as granted pursuant to Section 9.3 do not infringe upon the intellectual property rights of any third party, and that the execution of this Agreement does not violate any other arrangements entered into by the Architect.

2.4 City's Covenants

The City shall:

- (a) upon request by the Architect, make available relevant information or data pertinent to the Project; provided, however, that the Architect agrees to return or destroy all data and information (written or electronic) specifically indicating underground utility locations or which has been otherwise identified by the City,

in writing, to be destroyed. No guarantee expressed or implied is given to the accuracy and completeness of such information or data so provided;

- (b) give prompt consideration to all preliminary reports and other documents relating to the Project presented to it by the Architect. Whenever prompt action is necessary, inform the Architect of its decisions in such reasonable time so not to delay the Services;
- (c) arrange and make provision for the Architect's entry and ready access to the property (public and private) as well as to the Project site, as is necessary to enable the Architect to perform the Services;
- (d) give prompt written notice to the Architect whenever the City or its representative become aware of any defects or deficiencies in the Work Product; and
- (e) authorize the Architect to act as the City's agent for such purposes as are necessary to carry out the Services.

2.5 Administration and Co-ordination of Project

(a) The Architect: (i) has complete responsibility for, and control of, the Services; and (ii) shall effectively direct and supervise the Services and all persons involved in the Services, including (without limitation) Sub-consultants, using its best skill and attention at all times. The Architect is solely responsible for all procedures, safety precautions and programs relating to, and for coordinating all portions of, the Services. At all times, the Architect has the onus to carry out and complete the Services in accordance with this Agreement and this onus shall not be discharged even if the City accepts any Services, and whether or not the City observes any defects or deficiencies in the Services. The Architect shall pay and satisfy all proper invoices, claims and accounts of any other person, directly or indirectly engaged by the Architect or any Sub-Architect in connection with the Services.

(b) The authority for the general co-ordination of the Project shall reside with the City or its designated project manager. The Architect shall, to the extent that it is empowered to do so by this Agreement, co-ordinate the activities and provide any notices, instructions, requests, claims or other communications to any Sub-Architects as well as those of any Contractors.

(c) The Architect agrees that it shall assist the City with the coordination of the Project as may be directed by the City or its designated project manager from time to time and shall make recommendations to the City on any claims under the Contract Documents and on all matters relating to the interpretation of any Contract Documents.

(d) The City agrees that the Architect shall not be responsible for the means, methods, techniques, sequences, procedures and use of any equipment of any nature whatsoever that have not been reviewed by the Architect and which are employed by the City in the Project.

2.6 Warranty and Defects

(a) The Architect shall, at its own cost and expense, re-perform any Services, that fail to comply with this Agreement, including (without limitation) any Work Product (“Deficient Services”). The Architect shall be liable to the City for any loss, damages, cost or expense incurred by the City as a result of any Deficient Services, including (without limitation) the cost of any remedial measures required to rectify any defective work resulting from any Deficient Services.

(b) If the Architect does not promptly respond to a notice from the City to commence remedying Deficient Services and defective work resulting from the Deficient Services, or where it is not commercially prudent to delay remedial measures, or by agreement with the Architect, the City may effect repairs, replacement and/or execution of the Services and work and withhold, deduct or back charge the actual associated cost to the Architect.

(c) In addition to any warranties of the Architect provided in this Agreement, the Architect shall assign and transfer to the City all Sub-Architect's warranties in respect of the Services, to the extent that the warranties are capable of assignment and if they cannot be assigned, the Architect agrees to extend to the City the same warranty as its receives in respect of such items.

2.7 Liens

The Architect shall promptly remove any lien or encumbrance asserted or arising due to any claim by a Sub-Architect or supplier in connection with the performance of the Services. The City may withhold an amount sufficient to protect the City from any lien or encumbrance. Upon giving the Architect reasonable notice, the City may use any fees or funds then due or coming due to the Architect to discharge every lien or encumbrance by posting bond or other security (including, without limitation, security for costs), or by payment into Court of an amount equal to the amount claimed in any claim of lien or by payment directly to the lien claimant. The Architect shall indemnify and protect the City against any loss or expense (including, without limitation, all legal fees) that the City reasonably incurs in connection with any lien.

2.8 Holdback

The Architect acknowledges and agrees that notwithstanding any other payment provisions of this Agreement that the failure of the Architect to submit all Shop-Drawings and Work Product to the City may result in the City withholding of payments in an amount equal to 15% of the total fees and expenses payable to the Architect pursuant to this Agreement until such time as all Shop-Drawings and Work Product are received. The City will immediately notify the Architect of its intention to withhold payment of any invoice or voucher submitted.

**ARTICLE 3
FEES AND EXPENSES**

3.1 Fees and Expenses

(a) For the completion of the Services, the City will pay the Architect at the hourly rates identified within the RFP Response a total fee not to exceed \$• (plus applicable taxes), which sum is an all inclusive fee for the Services, expenses and disbursements.

(b) Any amount of consideration or reimbursement over the amounts in Section 3.1(a) must receive the formal written approval of the City before the City will become liable to pay such amounts to the Architect.

3.2 Payment of Fees and Expenses

(a) The City will make payments to the Architect for the Services no later than 30 days after receiving an itemized invoice from the Architect for all the Services provided and disbursements incurred in the 30 day period immediately prior to the date of the invoice.

(b) The Architect shall include a reference to Purchase Order # • on all invoices submitted to the City and forward all invoices or any payments to P.O. Box 5095, Regina, Saskatchewan, S4P 3M3 to the attention of 5th Floor City Hall.

(c) 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.

(d) The Architect shall maintain detailed records of hours worked, salaries paid and receipts for chargeable disbursements, which shall be made available for inspection and audit during normal working hours by the City when so requested.

3.3 Taxes

The Architect represents, warrants and covenants that:

- (a) the Architect is a registrant for the purposes of the *Goods and Services Tax* (Canada) (GST) with the following registration #•;
- (b) if the Architect is a non-resident of Canada as such term is defined in the *Income Tax Act* (Canada), then the Architect authorizes the City to withhold such amounts as may be required by the *Income Tax Act* (Canada) from the fees payable pursuant to this Article 3; and
- (c) the Architect shall will pay any and all income taxes, good and services taxes, excise taxes, provincial sales taxes or other taxes as may be assessed or payable by law (collectively, the “**Taxes**”) upon the fees payable pursuant to this Agreement. The

Architect agrees to indemnify and save the City harmless from and against any and all claims, demands, suits, causes of action, losses, damages, liabilities and costs relating top, arising out of, or connected to, directly or indirectly, with the Architect's failure to pay or remit any Taxes.

ARTICLE 4 TERM AND TERMINATION

4.1 Termination and Suspension by the City

(a) The City may, without prejudice to any other right or remedy it may have, terminate or suspend the Agreement by written notice to the Architect if:

- (a) the Architect becomes bankrupt or insolvent or is so adjudged;
- (b) the Architect makes a general assignment for the benefit of creditors;
- (c) the Architect's goods and chattels are liable to seizure by any secured party or lienholder;
- (d) a writ of execution, sequestration or extent issues against the goods or chattels of the Architect;
- (e) the Architect becomes the subject of any Act respecting liquidation or winding-up;
- (f) the Architect is in default of its obligations under the Agreement, fails to commence to remedy such default within thirty (30) days after the receipt of a notice of default and fails to diligently complete such remedy thereafter; or
- (g) the Architect is practising as an individual and dies before the Services have been completed, then this Agreement shall terminate as of the date of death.

(b) The City may also, without prejudice to any other right or remedy it may have, terminate or suspend the Agreement upon 30 days prior written notice to the Architect if:

- (a) the City is unwilling or unable to proceed with the Project for any reason; or
- (b) the Architect 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.

4.2 Cessation of Services and Payments in Event of Termination by City

If the City terminates the Agreement pursuant to section 4.1 herein:

- (a) the termination becomes effective upon written notice of termination being given to the Architect;
- (b) upon receipt of written notice of termination, the Architect shall perform no further Services other than those reasonably necessary to close out its Services; and
- (c) the City shall pay for the cost of the Services performed and for all disbursements incurred by the Architect pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

4.3 Termination by Architect

The Architect may, without prejudice to any other right or remedy it may have, terminate the Agreement by written notice to the City if:

- (a) the City is in default of its obligations under the Agreement, fails to commence to remedy such default within thirty (30) days after the receipt of a notice of default and fails to diligently complete such remedy thereafter; or
- (b) the Services are suspended by the City at any time for more than 30 calendar days through no fault of the Architect.

4.4 Cessation of Services and Payments in Event of Termination by the Architect

If the Architect terminates the Agreement pursuant to section 4.3 herein:

- (c) the termination becomes effective upon written notice of termination being given to the City;
- (d) upon provision of written notice of termination, the Architect shall perform no further Services other than those reasonably necessary to close out its Services; and
- (c) the City shall pay for the cost of the Services performed and for all disbursements incurred by the Architect pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

4.5 Provision of Work Product to the City

In the event that this Agreement is terminated or suspended for any reason pursuant to this Article 4, the Architect shall provide the City with a copy of all Work Product developed to the date of termination within ten (10) days of the date of termination or suspension.

**ARTICLE 5
INSURANCE AND INDEMNITY**

5.1 Insurance Requirements

(a) The Architect shall obtain and keep in force the following insurance coverage during the term of this Agreement, and shall provide to the City from time to time at the City's request, a certificate of insurance as evidence that such insurance is in place and that the Architect's insurer has been notified that the City is an interested party:

(i) comprehensive commercial general liability insurance with a limit of liability of \$2,000,000, combined single limit, for bodily injury and property damage, for each claim or series of claims arising from the same originating cause and such policy shall include:

- i) The City as an Additional Insured;
- ii) A Cross Liability clause; and
- iii) Contractual liability coverage.

(ii) Comprehensive automobile liability insurance covering all vehicles, hired, owned and non-owned, with a limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;

(iii) Professional liability insurance with a limit of liability of \$1,000,000 for each claim or series of claims arising from the same originating cause, such policy shall remain in operation for at least twelve (12) months after end of this Agreement;

(iv) Statutory worker's compensation insurance for all personnel covering all claims filed under the applicable worker's compensation law.

(b) Insurance obtained and provided under this Agreement in accordance with Section 5.1(a) shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the successful Proponent of said insurance policies.

(c) The Architect covenants and agrees that the City's insurance requirements mentioned above will not be construed to and shall in no manner limit or restricts the liability of the Architect.

5.2 Architect Responsible for all Premiums

The Architect is solely responsible for full payment of any premium amounts and any deductible amounts which may be due in the event of any and all claims under policies required by this Agreement and shall provide the City with proof of the insurance required pursuant to this Agreement in a form satisfactory to the City's Risk Manager.

5.3 Incident Notification

The Architect shall, within 7 days of becoming aware of an incident, notify the City of any incident that may result in a claim against either the Architect 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 Architect member, employee, instructor or volunteer and any third party bodily injury.

5.4 Indemnification of the Architect

The City shall defend, indemnify and hold the Architect, its associated, affiliated or subsidiary companies, and their respective officers, directors, employees, agents, Architects, contractors, subcontractors, insurers, successors and assigns free and harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to the City's wrongful or negligent (including, grossly negligent) acts, errors or omissions in performance of the City's obligations under this Agreement. In cases of claims arising from joint negligence of the City and the Architect, liability will be shared by the parties in proportion to their respective negligence.

5.5 Indemnification of the City

The Architect shall defend, indemnify and hold the City, its associated, affiliated or subsidiary companies, and their respective officers, directors, employees, agents, Architects, contractors, subcontractors, insurers, successors and assigns free and harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual legal fees on a solicitor and client basis and disbursements and court costs arising from or related to the Architect's or any Sub-Architect's wrongful or negligent (including, grossly negligent) acts, errors or omissions in performance of the Architect's obligations under this Agreement. In cases of claims arising from joint negligence of the City and the Architect, liability will be shared by the parties in proportion to their respective negligence.

5.6 Limitation of Liability

Regardless of any other provision of this Agreement, neither party shall be liable to the other party, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for consequential damages, including (without limitation) loss of profits, loss of revenue or loss of anticipated business suffered or incurred, except for any: (a) damages payable as liquidated damages as expressly provided for in this Agreement; (b) claims for indemnity provided in section 5.4 and section 5.5 that relate to any willful, wanton or intentional misconduct or the gross negligence of either Party, any Sub-consultant, or anyone for whose acts any of them is liable.

**ARTICLE 6
WORKERS' COMPENSATION**

6.1 Compliance with Workers' Compensation Legislation

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

**ARTICLE 7
ASSIGNMENT AND SUB-CONSULTING**

7.1 Prohibition on Assignment

Neither the City nor the Architect may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

7.2 Permitted Sub-Consulting

- (a) The Architect may sub-contract, sub-consult or give honouraria for the performance of any part of the Services provided that the Architect has obtained the City's prior written consent, such consent not to be unreasonably withheld or delayed.
- (b) Any consent given by the City in accordance with section 7.2(a) will not relieve the Architect from the Architect's obligations under this Agreement or impose any liability on the City related to a Sub-Architect engaged by the Architect. For greater certainty, the Architect shall indemnify the City and hold the City harmless from and against any claims, demands, suits, causes of action, losses, damages, liabilities and costs relating to, arising out of, or connected to, directly or indirectly, with the Services performed by a Sub-Architect engaged by the Architect to perform the Services under this Agreement in accordance with section 5.4 herein.
- (c) The Architect shall be fully responsible for the acts and omissions of its Sub-Architects and their employees or agents as if they were persons directly employed by the Architect. Nothing in this Agreement creates any contractual relationship between the City and any Sub-Architect.

**ARTICLE 8
RELATIONSHIP OF PARTIES**

8.1 Independent Contractor

- (a) The Architect's performance of this Agreement does not create an employee/employer relationship between the Architect and the City. The Architect and the City each agree that they 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.
- (b) The Architect and anyone the Architect 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.
- (c) The Architect acknowledges that:
- (a) the consideration provided to the Architect by the City under this Agreement is income and subject to the provisions of the Canadian *Income Tax Act*, the *Canada Pension Plan Act*, and the *Employment Insurance Act*;
 - (b) the Architect 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 Architect 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 required amounts.
- (d) If the Labour Standards Division of the Ministry of Labour Relations and Workplace Safety of Saskatchewan or the Canada Revenue Agency (CRA) (or both of them) determines or deems the City to be an employer under this Agreement, then the Architect agrees that the Services performed under this Agreement should be considered entirely of a managerial character.

8.2 No Partnership or Joint Venture

Nothing herein shall imply a relationship of employment, agency, association of persons, partnership or joint venture between the Architect and the City. The Architect shall not indicate or represent to any third party that the City is an employee or agent of the Architect. The Architect shall have no authority to commit the City to any third party. The Architect shall be responsible for all business taxes, payroll remittances, benefits, assessments, remittances and all other applicable statutory payments and deductions for the Architect, its employees, and all subcontractors, including any required federal and provincial withholding, self-employment and

social security taxes, unemployment insurance, and worker's compensation insurance and assessments.

ARTICLE 9 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

9.1 City's Confidential Information

The Architect will:

- (a) keep strictly confidential any confidential information of the City in any form whatsoever (whether original or embedded in extracts of other information that are not the City's), as identified by the City upon provision of such information (the "**City's Confidential Information**"), of which the Architect (including the Architect's individual partners, employees, contractors, and agents) obtains knowledge of or to which it has access;
- (b) within seven (7) days from the expiration or termination of this Agreement, or upon receiving a request from the City, the Architect shall either, at the City's option, return to the City or destroy all of the City's Confidential Information and all other the City information in the Architect's possession or under its control, except that the Architect may retain one copy of the City's Confidential Information for its internal, archival business purposes; and
- (c) ensure that its individual partners, employees, Sub-Architects 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 Architect's covenants under this Agreement; and
 - (ii) are aware of and comply with section 9.1 of this Agreement.

9.2 Architect's Confidential Information

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 Architect, as identified by the Architect upon provision of such information (the "**Architect's Confidential Information**"), of which the City (including the City's employees, contractors, and agents) obtains knowledge of or to which it has access.

9.3 Intellectual Property - Ownership and Use of Documents

(a) Subject to Section 9.3(b), all Shop Drawings and Work Product prepared by the Architect pursuant to this Agreement and for the Project are works for hire and are the City's sole property. The Architect shall not permit the use or application of any Shop Drawings or Work Product for any purpose, other than for the Project, unless the City grants prior written consent. The

Architect may retain, in a secure location, one copy of the Shop Drawings and Work Product, solely for its records.

(b) All concepts, products or processes developed by the Architect in the provision of the Services that are capable of being patented or trademarked shall be the property of the Architect. The Architect agrees that it shall grant the City a permanent, non-exclusive, royalty-free licence to use any concept, product or process that is patented or trademarks in accordance with this section 9.3(b).

(c) The Architect shall do all things necessary to ensure the City's license to use Intellectual Property as described in Section 9.3(b) is forever free and clear of claims or limitations of any kind, and is fully secured and indisputable, including (without limitation) the obtainment of any waiver, assignment, or transfer.

(d) The Architect represents and warrants that the Services, any result of the Services, and all Intellectual Property licensed to the City under this Agreement does not, and will never constitute or result in any infringement or violation of any third party Intellectual Property right or related laws and shall indemnify and save harmless the City from all claims, demands, actions, costs, expenses, judgments, losses or damages that may arise out of or result from the assertion by any person that any of the Services, their performance, their use or the use of the product or the Services or any portion of the Project designed as part of the Services, constitutes an infringement or violation of any industrial or intellectual property right protected by law including (without limitation) any patent, trademark, copyright or industrial design protection or any Applicable Laws.

ARTICLE 10 CONFLICT OF INTEREST

10.1 Conflict of Interest

(a) The Architect 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.

(b) The Architect will not serve as a member of any of the City's advisory committees or subcommittees during the term of this Agreement.

(c) The Architect acknowledges and agrees that it may be prevented from bidding on contracts in relation to a future development or services related to the Project as the Architect has been involved with, provided information for or has an advanced knowledge of the underlying specifications related to the procurement

(d) The Architect acknowledges and agrees that it is required during the term of this Agreement to identify any potential conflict of interest that may be present through past or present business relationships in respect to the Project with any member of a bid team or other interested parties, once such bidders and other interested parties have been identified. Any identified potential conflict of interest will be reviewed by the City and the successful proponent

shall take all steps required by the City to eliminate the actual or perceived conflict of interest. In the event that the conflict of interest is not able to be remedied, the City reserves the right to terminate this Agreement in accordance with section 4.2 herein.

ARTICLE 11 ARBITRATION

11.1 Arbitration

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement including in respect of this Agreement's existence, validity or termination (collectively, a "**Dispute**") through good faith, without prejudice negotiation between selected members of their respective senior management team commenced by delivery of a written and dated notice of a Dispute (a "**Dispute Notice**"). If the parties do not reach an agreement which finally disposes of the Dispute within sixty (60) days after the delivery of the first Dispute Notice, the Dispute shall be referred to binding arbitration as follows:

- (a) No arbitration proceeding shall be commenced after expiry of the time specified for commencement of actions or proceedings under the applicable statute of limitations;
- (b) The arbitration shall be conducted in accordance with *The Arbitration Act, 1992* (Saskatchewan) (the "**Arbitration Act**"). If there is a conflict between the provisions of this Agreement and the provisions of the Arbitration Act, the provisions of this Agreement shall prevail;
- (c) Unless the parties otherwise agree in writing, the place of arbitration shall be Regina, Saskatchewan, and the arbitration proceedings shall be conducted in the English language;
- (d) The arbitration shall be the sole and exclusive forum for resolution of the Dispute and the award shall be final and binding. The parties agree that the award may be enforced in any jurisdiction in which either party does business or its assets are located;
- (e) Unless the parties agree otherwise, there shall be a panel of three (3) arbitrators: one arbitrator appointed by each party and the third arbitrator (to be the panel Chair) appointed by the two arbitrators appointed by the parties. In the event either party fails to appoint an arbitrator or the two arbitrators appointed by the parties cannot agree on a third arbitrator to be panel Chair, the missing arbitrator(s) shall be appointed in accordance with the Arbitration Act;
- (f) Except to the extent necessary to enforce this Agreement or as required by law, the parties, their respective employees, officers, directors, counsel, consultants, and expert witnesses shall keep confidential the fact of the arbitration proceeding, the arbitral award, all contemporaneous or historical documents exchanged or produced during the arbitration proceeding, and all memoranda, briefs and other documents prepared for the arbitration; and

(g) Costs of the arbitration shall be paid to the winning party unless otherwise ordered by the arbitration panel.

ARTICLE 12 MISCELLANEOUS

12.1 Further Assurances

Each party upon the request of the other shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

12.2 Notices

Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by telex, telecopier or similar telecommunications device and addressed as follows:

in the case of the City at:

City of Regina
5th Floor, 2476 Victoria Avenue,
P.O. Box 1790
Regina, SK S4P 3C8
Attention:

in the case of the Architect, to it at:

•

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by telex, telecopier or similar telecommunications device on the Business Day next following sending of such transmission or, if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a Business Day than it shall be deemed to have been delivered and received on the Business Day next following such delivery. Either party may change its address for service by notice delivered as aforesaid.

12.3 Publicity and Communications

The Architect shall not make any public statements or release any information to the public through any means or medium in relation to the Agreement or its engagement by the City without first obtaining the City's prior written approval, such approval not to be unreasonably withheld or delayed.

12.4 Entire Agreement

This Agreement and the schedules, together with all agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and, except as stated, contain all of the representations and warranties of the respective parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

12.5 Time of Essence

Time shall be of the essence of this Agreement.

12.6 Restriction on Assignment

This Agreement shall enure to the benefit of the parties hereto and their respective successors, administrators and (permitted) assigns. Neither party may assign this Agreement without the prior written consent of the other, such consent to not be unreasonably withheld or delayed, provided however that this Agreement may be assigned by the City to any of its affiliates, associates, subsidiaries, partners and related entities.

12.7 Force Majeure

If either party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

- (a) the non-performing party gives the other party written notice not later than forty-eight (48) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of this disability, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure and the disability;
- (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; and
- (c) the non-performing party uses its best efforts to remedy its inability to perform.

12.8 Survival

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

12.9 Counterparts

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledges and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

THE CITY OF REGINA on the ____ day of _____

Per: _____ {affix seal}
The City Clerk

• on the ____ day of _____

Per: _____ {affix seal}
Name/Position of Authorized Corporate Signing Officer

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of _____,
Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of • ("Architect") named in the agreement to which this Affidavit is attached.
2. I am authorized by the Architect to execute the agreement without affixing the Corporate Seal of the Architect

Sworn/Affirmed before me at _____, _____
on _____, 201_
Month Date

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

Signature of Signing Authority

SCHEDULE "A"
City's Request for Proposals #•

SCHEDULE "B"

Architect's Proposals for Consulting Services dated •

APPENDIX D - SUBMISSION LABEL

FROM: _____

**TO: City of Regina, City Hall
Main Floor, Ambassadors Desk or 5th Floor, Purchasing Branch
PO Box 1790, 2476 Victoria Avenue
Regina, SK S4P 3C8**

CLOSING DATE: _____

COMPETITION NO: _____

PROJECT NAME: _____