

# **INFORMATION ITEMS**

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**Week Ending December 5, 2014**

## **REPORTS**

1. Metrolinx to support shared bus stop upgrades
2. Recasting Guelph Transit – Update
3. Guelph Transit Advertising Revenue
4. Guelph Transit New Year's Eve Sponsorship
5. Indexing of Development Charges

## **CORRESPONDENCE**

1. None

## **BOARDS & COMMITTEES**

1. Grand River Conservation Authority regarding Meeting Schedule for 2015

## **ITEMS AVAILABLE IN THE CLERK'S OFFICE**

1. None

# INFORMATION REPORT



TO Council

SERVICE AREA Public Services

DATE December 3, 2014

**SUBJECT Metrolinx to support shared bus stop upgrades**

REPORT NUMBER PS-14-02

## EXECUTIVE SUMMARY

### SUMMARY OF REPORT

Guelph Transit staff successfully negotiated an agreement with Metrolinx, GO Transit's parent company, whereby upgrades on the 16 bus stops shared by GO Transit and Guelph Transit will be funded by Metrolinx.

This agreement will result in an enhanced customer experience at the shared bus stops, with upgrades including the installation or enlargement of concrete bus stop pads, and the installation of shelters and bench amenities where they do not already exist and where space and sight-lines allow.

### KEY FINDINGS

An agreement has been reached between the City of Guelph and Metrolinx, whereby upgrades at bus stop locations shared by Guelph Transit and GO Transit will be funded by Metrolinx.

The investment in infrastructure to build a new fully serviced bus stop, that includes a concrete pad and shelter, is approximately \$9,000.

Guelph Transit will receive additional advertising revenue for each advertising shelter or bench amenity installed at the shared bus stops.

The Agreement was signed under schedule Z of the Delegation of Authority By-law 2013-19529, and will remain in effect until November 14, 2034.

### FINANCIAL IMPLICATIONS

There are no significant projected negative financial implications to the City of Guelph.

## BACKGROUND

Guelph Transit and GO Transit bus service share the use of 16 bus stops within Guelph city limits. Currently Guelph Transit is responsible for the investment in infrastructure associated with the installation of bus stops and shelter amenities.

# INFORMATION REPORT



The cost of a fully serviced bus stop, including a pad and shelter, is approximately \$9,000.

Guelph Transit staff met with Metrolinx, GO Transit's parent company, to discuss the shared stops and how passenger service can be enhanced at these locations.

## REPORT

Guelph Transit staff successfully negotiated an agreement with Metrolinx, GO Transit's parent company, whereby upgrades on the 16 bus stops shared by GO Transit and Guelph Transit will be funded by Metrolinx.

This agreement will result in an enhanced customer experience at the shared bus stops, with upgrades including the installation or enlargement of concrete bus stop pads, and the installation of shelters and bench amenities where they do not already exist and where space and sight-lines allow.

The investment in infrastructure to build a new fully serviced bus stop, that includes a concrete pad and shelter, is approximately \$9,000. There are no costs associated with the installation of bench advertising amenities as they are owned and installed by Creative Outdoor advertising.

As a result of this agreement, there are no significant projected negative financial implications to the City of Guelph. The costs associated with the bus stop upgrades, including any new shelters, will be funded by Metrolinx, capped at \$500,000 during the life of the agreement. There will be minor costs associated with the additional maintenance of the upgraded bus stops, but this cost has been included in the annual bus stop maintenance budget.

In addition to the city benefiting from the new infrastructure funded by Metrolinx, with each new advertising shelter and advertising bench amenity installed at these shared stops, Guelph Transit will receive additional advertising revenue.

Although there are currently 16 bus stops that are shared by GO Transit and Guelph Transit, this number may change during the course of the contract as route or operational requirement dictate.

The Agreement was signed under schedule Z of the Delegation of Authority By-law 2013-19529, and will remain in effect until November 14, 2034.

## CORPORATE STRATEGIC PLAN

2.2 Deliver public services better

3.1 Ensure a well designed, safe, appealing and sustainable City

## DEPARTMENTAL CONSULTATION

Legal Services

Metrolinx

# INFORMATION REPORT



## COMMUNICATIONS

Not applicable

## ATTACHMENTS

Agreement between The Corporation of the City of Guelph and Metrolinx

### Report Author

Heather Mathewson Jelsma, Coordinator, Sales and Market Development

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#### Approved By

Phil Meagher  
General Manager  
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[phil.meagher@guelph.ca](mailto:phil.meagher@guelph.ca)

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#### Recommended By

Derrick Thomson  
Deputy CAO, Public Services  
519-822-1260 x 2665  
[derrick.thomson@guelph.ca](mailto:derrick.thomson@guelph.ca)

THIS AGREEMENT (hereinafter the “**Agreement**”) between:

**THE CORPORATION OF THE CITY OF GUELPH**

(hereinafter the “**City**”)

OF THE FIRST PART,

-and-

**METROLINX**

(hereinafter “**Metrolinx**”)

OF THE SECOND PART.

WHEREAS the City owns and operates a bus transit system making use of, among other lands, various of the City’s highways located within the City’s geographic limits;

AND WHEREAS the City has established bus stops on its highways for the use of its bus transit system;

AND WHEREAS the City constructs facilities (hereinafter the “**Facilities**”) at its bus stops, which may include poles, signage, pads, benches, waste receptacles, shelters and advertising faces;

AND WHEREAS Metrolinx owns and operates the GO bus transit system within the City’s geographic limits and wishes to share the use of some of the City’s bus stops with the City, which bus stops are set out in Schedule “A” to this Agreement (hereinafter the “**Shared Bus Stops**”);

AND WHEREAS Metrolinx wishes to establish some bus stops within the City’s geographic limits to be used by Metrolinx alone and not by the City, which bus stops are set out in Schedule “B” to this Agreement (hereinafter the “**GO Transit-only Bus Stops**”);

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and Metrolinx hereby agree as follows:

**PART A – SHARED BUS STOPS**

**Construction of New Shared Bus Stop Facilities**

1. The City shall determine (in consultation with Metrolinx) what Facilities, not already in place but capable of being constructed, shall be constructed at each Shared Bus Stop.

2. The City shall construct such Facilities.
3. The City shall employ its usual design and construction standards for such Facilities which meets all applicable legal requirements including the *Accessibility for Ontarians with Disabilities Act, 2005* ("City Standards"). However, if Metrolinx wishes the City to exceed the City Standards and the resulting construction would, in the City's opinion, be safe and compatible with the City Standards, the City may accommodate such wishes.
4. For each Shared Bus Stop, Metrolinx shall provide the City with Metrolinx's usual signage indicating the particulars of Metrolinx's service to that Shared Bus Stop.
5. Following completion of construction and subject to a visual inspection of the Facilities by Metrolinx, Metrolinx shall reimburse the City for all capital costs of constructing Facilities not already in place at each Shared Bus Stop, not to exceed \$500,000.00. The City shall provide accounts and invoices for such costs to, and in a form reasonably satisfactory to, Metrolinx. Metrolinx shall pay each such invoice within sixty days after receipt.

#### Use of Shared Bus Stops

6. Upon completion of the initial construction at each Shared Bus Stop, Metrolinx may use that Shared Bus Stop as part of its transit bus system.

#### Maintenance and Repair of Shared Bus Stops

7. Upon completion of the initial construction at each Shared Bus Stop, the City shall maintain and repair such Shared Bus Stop to its usual standards of maintenance and repair.
8. Metrolinx shall provide the City with any usual Metrolinx signage which is required for replacement of Metrolinx signage.

#### Moving or Closing a Shared Bus Stop

9. If, due to circumstances initiated by some person other than a party to this Agreement (an "Other Person"), it becomes necessary for a Shared Bus Stop to be moved or closed, such Other Person shall pay the full costs of such moving or closing. By way of example only, a development proposal made by an owner of land, that would require a Shared Bus Stop to be moved or closed, would be a circumstance initiated by a person other than a party.
10. If a party to this Agreement initiates circumstances that necessitate that a Shared Bus Stop be moved or closed, such party shall pay the full reasonable costs of such moving or closing, Metrolinx's obligation being limited to the amount listed in paragraphs 5 and 16.

## PART B – GO TRANSIT-ONLY BUS STOPS

### Construction of New GO Transit-only Bus Stop Facilities

11. The parties may agree to add new bus stops to the list of GO Transit-only Bus Stops in Schedule “B”.
12. The City shall determine what Facilities (subject to the approval of Metrolinx), not already in place but capable of being constructed, shall be constructed at each GO Transit-only Bus Stop.
13. The City shall construct such Facilities.
14. In such construction, the City shall employ its usual design and construction standards for such Facilities which meets all applicable legal requirements including the *Accessibility for Ontarians with Disabilities Act, 2005* (“City Standards”). However, if Metrolinx wishes the City to exceed the City Standards and the resulting construction would, in the City’s opinion, be safe and compatible with the City Standards, the City may accommodate such wishes.
15. For each GO Transit-only Bus Stop, Metrolinx shall provide the City with Metrolinx’s usual signage indicating the particulars of Metrolinx’s service to that GO Transit-only Bus Stop.
16. Following completion of construction and subject to a visual inspection of the Facilities by Metrolinx, Metrolinx shall reimburse the City for all capital costs of constructing Facilities not already in place at each GO Transit-only Bus Stop, not to exceed \$500,000.00. The City shall provide accounts and invoices for such costs to, and in a form reasonably satisfactory to, Metrolinx. Metrolinx shall pay each such invoice within sixty days after receipt.

### Use of GO Transit-only Bus Stops

17. Upon completion of the initial construction at each GO Transit-only Bus Stop, Metrolinx may use that GO Transit-only Bus Stop as part of its transit bus system.

### Maintenance and Repair of GO Transit-only Bus Stops

18. Upon completion of the initial construction at each GO Transit-only Bus Stop, the City shall maintain and repair such GO Transit-only Bus Stop to its usual standards of maintenance and repair.
19. Metrolinx shall provide the City with any usual Metrolinx signage which is required for replacement of Metrolinx signage.
20. Metrolinx shall reimburse the City for all costs of maintaining and repairing the GO Transit-only Bus Stops including winter maintenance. The City shall provide accounts and invoices for such costs (no more frequently than monthly) to, and in a form reasonably satisfactory to, Metrolinx. Metrolinx shall pay each such invoice within sixty days after receipt.

### Moving or Closing a GO Transit-only Bus Stop

21. If, due to circumstances initiated by some person other than a party to this Agreement (an "Other Person"), it becomes necessary for a GO Transit-only Bus Stop to be moved or closed, such Other Person shall pay the full costs of such moving or closing. By way of example only, a development proposal made by an owner of land, that would require a GO Transit-only Bus Stop to be moved or closed, would be a circumstance initiated by a person other than a party.
22. If a party to this Agreement initiates circumstances that necessitate that a GO Transit-only Bus Stop be moved or closed, such party shall pay the full reasonable costs of such moving or closing, Metrolinx's obligation being limited to the amount listed in paragraphs 5 and 16.

### PART C -- GENERAL

#### Notice

23. Any notice, demand, approval, consent, information, request or other communication (each, hereinafter a "Notice") to be given under or in connection with this Agreement, shall be in writing and shall be given by delivery or email addressed or sent as set out below or to such other address or email address as may from time to time be the subject of a Notice,

In the case of the City, to: Conrad Coutts  
170 Watson Road South  
Guelph, ON  
N1L 1C1  
[Conrad.Coutts@guelph.ca](mailto:Conrad.Coutts@guelph.ca)

In the case of Metrolinx to: Kristin Demasi  
200 Steeprock Drive  
Toronto ON  
M3J 2T4  
[Kristin.Demasi@gotransit.com](mailto:Kristin.Demasi@gotransit.com)

#### Term

24. This Agreement shall be in effect for twenty years after the date the second party to execute it does so, provided that either party may terminate it earlier upon at least two months' prior Notice. All payment obligations incurred under this Agreement prior to its termination shall continue despite its termination.

### Default

25. Any of the following occurrences or acts shall constitute an event of default by the applicable party under this Agreement:
- (a) Failure to make any payment of any sum herein required to be paid, where such failure continues for thirty days after the other party has given the defaulting party Notice specifying such failure; and
  - (b) Failure to perform or observe any covenant or condition required to be performed or observed by such party hereunder, where such failure continues for thirty days after delivery by the other party of Notice specifying such failure and, if such default cannot be reasonably cured within such thirty day period, such longer period as may be reasonably required to cure such default.

### Relationship and Assignment

26. The parties are independent contractors. Neither party may enter into any commitment in the name of or on behalf of the other party except as set out herein. Neither party is a partner, joint venturer, agent or employee of the other party. Metrolinx shall not assign this Agreement or its rights hereunder in whole or in part without the written consent of the City, which consent shall not be unreasonably withheld or delayed. The City may use such contractors, subcontractors and agents as it wishes, in order to carry out its obligations under this Agreement provided it has undertaken a process consistent with public tendering principles.

### Further Assurances

27. The parties shall from time to time, upon every reasonable written request to do so, make, do, execute and deliver or cause to be made, done, executed and delivered, all such further acts, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

### Force Majeure

28. If a party fails to perform part or all of its obligations under this Agreement (other than paying money when due and payable hereunder) due to an event that is beyond the reasonable control of that party, is unforeseeable, is unavoidable and is beyond remedy if unforeseen (hereinafter an “**Event of Force Majeure**”), which renders part or full performance of this Agreement impossible or impracticable, including, but not limited to, floods, fires, droughts, typhoons, earthquakes or other acts of God, traffic accidents, strikes, insurrections, turmoil and war (whether declared or not) and any action or inaction of any governmental authority) the performance of such obligation shall be suspended for the period during which such performance is affected by the Event of Force Majeure provided that the party prevented from rendering such performance notifies the other party

immediately and furnishes details of the commencement and nature of such Event of Force Majeure.

#### Severability

29. Any provision hereof that becomes illegal, invalid or unenforceable, will not affect the validity and enforceability of the other provisions hereof.

#### Successors and Assigns

30. The provisions of this Agreement shall extend to and be binding upon the parties and their respective legal representatives, successors and assigns.

#### Governing Law

31. This Agreement shall be governed by the laws of the Province of Ontario.

#### Amendment

32. This Agreement shall not be modified or amended except by instrument in writing of equal formality hereto, signed by the parties hereto or by their successors or permitted assigns.

#### Entire Agreement

33. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and no additional agreement, terms, covenants or warranties, collateral or otherwise, exists except for that which is subsequently reduced to, and evidenced by, writing between the parties.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates indicated below.

Date: Sept 30/14

**THE CORPORATION OF THE CITY OF  
GUELPH**

Per: 

Name: DEREK MCCAUGHAN

Title: EXECUTIVE DIRECTOR  
OPERATIONS, TRANSIT & EMERGENCY SERVICES

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/we have authority to bind the Corporation.

Date: NOV 14/14

**METROLINX**

Per: 

Name: Katherine Latimer

Title: Senior Legal Counsel

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/we have authority to bind the Corporation.

**SCHEDULE "A"**

Shared Bus Stops

## SCHEDULE "A"

### Shared Bus Stops

<u>GO Stop ID</u>	<u>Location</u>
<u>1703</u>	<u>Guelph- Elizabeth St At Stevenson St</u>
<u>1704</u>	<u>Guelph- Elizabeth St At Stevenson St</u>
<u>1705</u>	<u>Guelph- Elizabeth St At Victoria Rd</u>
<u>1706</u>	<u>Guelph- Elizabeth St At Victoria Rd</u>
<u>1707</u>	<u>Guelph- York Rd At 785 York Rd</u>
<u>1708</u>	<u>Guelph- Gordon St At Stone Rd</u>
<u>1709</u>	<u>Guelph- Gordon St At Stone Rd</u>
<u>1710</u>	<u>Guelph- Gordon St At Kortright Rd</u>
<u>1711</u>	<u>Guelph- Gordon St At Kortright Rd</u>
<u>1712</u>	<u>Guelph- Gordon St At Edinburgh Rd</u>
<u>1713</u>	<u>Guelph- Gordon St At Edinburgh Rd</u>
<u>1714</u>	<u>Guelph- Gordon St At Arkell Rd</u>
<u>1715</u>	<u>Guelph- Gordon St At Arkell Rd</u>
<u>1716</u>	<u>Guelph- Gordon St At Clairfields Dr</u>
<u>1717</u>	<u>Guelph- Gordon St At Clairfields Dr</u>
<u>1720</u>	<u>Guelph- York St At 800 York St</u>

## SCHEDULE "B"

### GO Transit-only Bus Stops

<u>GO Stop ID</u>	<u>Location</u>
<u>1701</u>	<u>Guelph- Elizabeth St At Beaumont Cres</u>
<u>1702</u>	<u>Guelph- Elizabeth St At Beaumont Cres</u>

GO STOP ID : 1701



Recommendation:

No Integration – Guelph Transit currently does not have any stops along this stretch of Elizabeth

GO STOP ID : 1702



Recommendation:

No Integration – Guelph Transit currently does not have any stops along this stretch of Elizabeth

GO STOP ID : 1703



**Recommendation:**

Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID : 1704



**Recommendation:**

Integrate by moving the GO Stop to the Guelph Transit Stop. Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID :1705



**Recommendation:**

Integrate by moving the GO Stop to the Guelph Transit Stop. Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID :1706



**Recommendation:**

Integrate by moving GO sign up on the post. Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID :1707



**Recommendation:**

Integrate all signs to a single post. When York is resurfaced and sidewalks are installed add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID :1708



**Recommendation:**

Integrate by moving GO sign to Guelph Transit post. . Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID : 1709



**Recommendation:**

Integrate by moving GO sign to Guelph Transit post. . Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter
- Bench with Garbage

GO STOP ID :1710

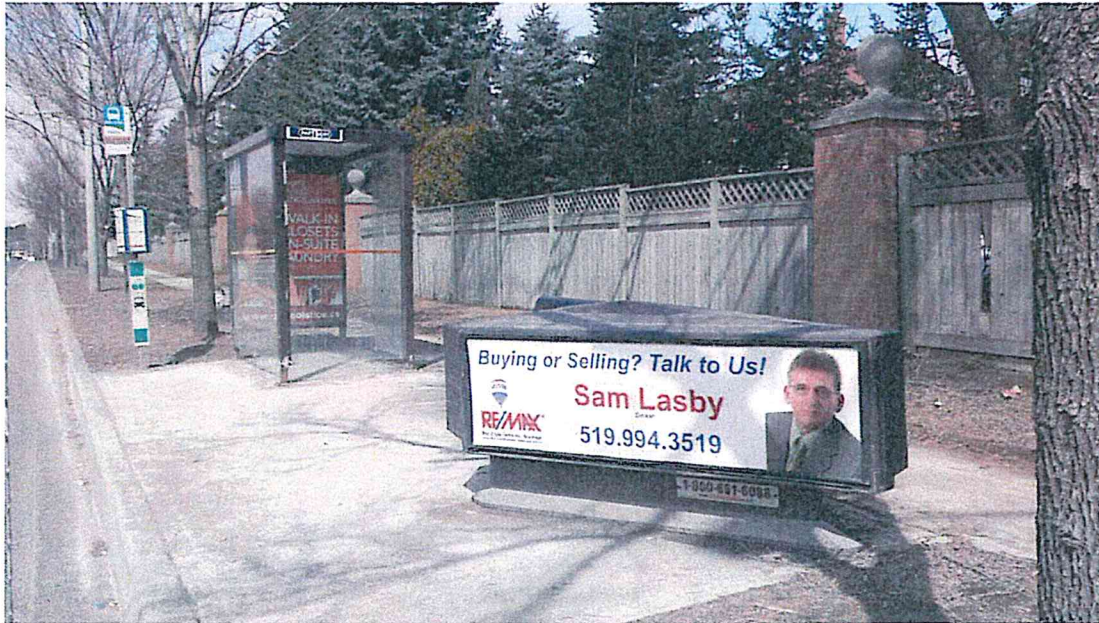


**Recommendation:**

Integrate by moving GO sign to Guelph Transit post.

Increase the size of the existing pad, shift bench down and add a shelter.

GO STOP ID :1711



Recommendation:  
Move the GO sign up. Stop has all ammenities and is fully integrated.

GO STOP ID : 1712



Recommendation:  
Move the GO sign up.  
Increase the size of the existing pad, shift bench down and add a shelter.

GO STOP ID : 1713



Recommendation:

Move the GO sign up.

Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter

GO STOP ID : 1714



Recommendation:

Move the GO sign up.

Determine the available space behind the side walk that is part of the right of way. If space permits add:

- Concrete Pad
- Shelter

GO STOP ID :1715



Recommendation:

Move GO sign up on post. Increase the concrete pad behind the sidewalk and add:

- Shelter

GO STOP ID :1716



Recommendation:

Move GO sign up on post. Increase the concrete pad behind the sidewalk and add:

- Shelter

GO STOP ID: 1717



**Recommendation:**

Integrate by moving the GO Stop to the Guelph Transit Stop. Increase current pad, shift down the bench and add a shelter

GO STOP ID : 1720



**Recommendation:**

Integrate by moving the GO Stop to the Guelph Transit Stop. When York is resurfaced and sidewalks are installed add:

- Concrete Pad
- Bench with Garbage

GO STOP ID: 2518



**Recommendation:**

No Integration – Guelph Transit terminal is across the street and this bay was erected as a 3<sup>rd</sup> bay to accommodate GO Transit.

# INFORMATION REPORT



TO Council

SERVICE AREA Public Services

DATE December 3, 2014

**SUBJECT Recasting Guelph Transit – Update**

REPORT NUMBER PS-14-01

## EXECUTIVE SUMMARY

### SUMMARY OF REPORT

To provide Council an update on the *Recasting Guelph Transit* plan developed in response to the Overtime Audit.

### KEY FINDINGS

The *Recasting Guelph Transit* plan is well underway, achieving improvements in schedule adherence and decreases in overtime, absenteeism, bus accidents and customer complaints. We have completed 55 per cent of all planned activities.

At the end of Q3 2014 compared to Q3 2013, Guelph Transit has:

- Reduced the number of buses running off schedule (early or late) by 10 per cent and exceeded our target of 85 per cent for on-time performance.
- Reduced overtime hours by 68 per cent.
- Reduced absenteeism by 37 per cent.
- Following an investment in transit operator training for defensive driving, reduced the number of bus accidents by 21 per cent.
- With the introduction of customer-first training, reduced customer complaints by 44 per cent.
- Excluding the summer months of the transit service disruption, increased transit ridership by 3 per cent.

### FINANCIAL IMPLICATIONS

All implementation costs in 2014 will be completed within the current approved budget.

## BACKGROUND

As indicated in the February 4, 2014 OTES Committee Report, **Recasting Guelph Transit**, a cross-functional working group developed a plan called *Recasting Guelph Transit*. This plan consists of six themes supported by reporting and communications, as illustrated in Figure 1. The goal of the *Recasting Guelph Transit* plan is to **rebuild the reliability of Guelph Transit as a viable transportation alternative**.

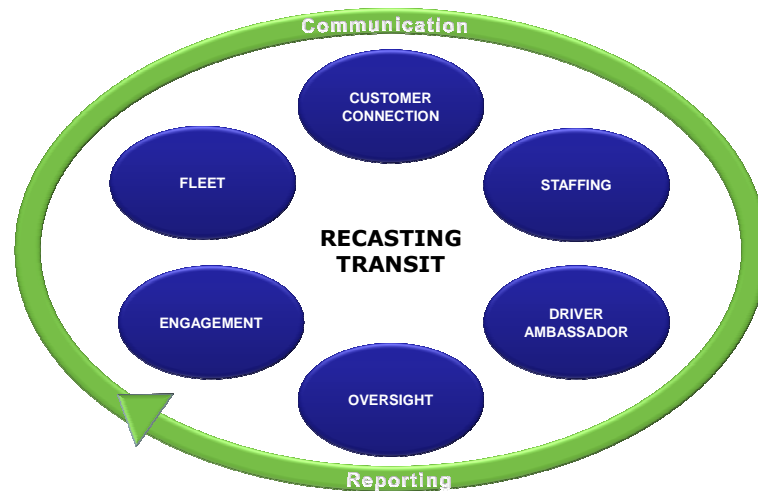


Figure 1: Recasting Guelph Transit

## REPORT

This report will provide a status update on each of the six *Recasting Guelph Transit* themes and, where available, the measurements that support these activities.

### Theme 1: Customer Connection

- Issue
  - Timeliness in response to customer contacts.
- Objective
  - Improve performance in responsiveness to customer contacts and increase customer satisfaction.
  - Increase confidence in the delivery of reliable, convenient service.

# INFORMATION REPORT

- Plan and Status

Plan	Status
Develop standards for responsiveness to all customer/ community contacts	Complete
Continue to implement the Transit Strategic Communication Plan	Survey questions have been prepared, and the survey will be undertaken January 2015
Proactively solicit feedback and engage the community on transit service	To be undertaken as part of the communication plan during 2015
Implement customer contact management software to better manage and administer customer contacts and corresponding acknowledgements and responses	Complete. Implemented June 1, 2014. Since implementation, 260 customer contacts have been recorded
Reconvene the Transit Advisory Committee (TAC) to provide an additional channel of communication for the community	Advertised for TAC, received applications and recommended the appointment of nine committee members, for Council approval in December 2014

- Measurement/Target: Customer Response Timeliness: 100 per cent of acknowledgements within the defined standard timelines.
  - New customer contact management software implemented June 1, 2014 for tracking customer concerns.
  - Have responded to 95 per cent of customer contacts within the committed timelines. Developing further report to track responses within the committed timelines, with anticipated completion by end of 2014.

## Theme 2: Staffing

- Issue
  - Staffing levels not being maintained.
- Objective
  - Achieve a full complement of qualified, trained staff to provide transit service.
  - Have systems in place to address vacancies in a timely manner to ensure all extra-board positions are filled and allow for service provision with minimal overtime requirements.

# INFORMATION REPORT

## Plan and Status

Plan	Status
Develop a business model identifying the baseline labour requirements to meet the established service level standards with no disruptions as a result of absenteeism or vacancies	Complete
Manage and administer the attendance management support program	Complete

- Measurement/Target: Workforce complement to be at 100 per cent of defined levels.
  - Measurement has been developed and incorporated into the monthly key performance indicators, as shown in Figure 2.
  - Extra-board operators are not at full complement. The interview process to hire more extra-board operators will be starting in November 2014.
  - Have submitted 2015 operating budget request for approval of ten additional extra-board operators to bring complement up to 20 as per Collective Bargaining Agreement (CBA).

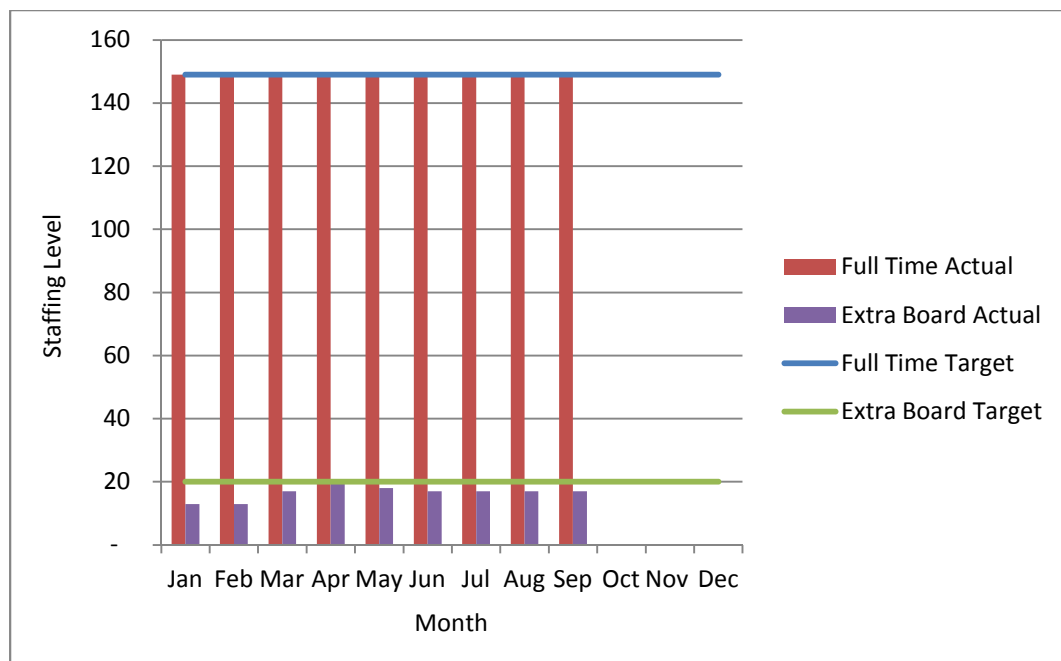


Figure 2: 2014 Workforce Levels

# INFORMATION REPORT

- Measurement/Target: Overtime hours maintained at acceptable levels.
  - Measurement has been developed and incorporated into the monthly key performance indicators, as shown in Figure 3. Overtime hours have reduced by 68 per cent at the end of Q3 2014 compared to Q3 2013. The reduction in overtime costs over the same time period was less, at 54 per cent, because of the amount of overtime that was required from supervisors and senior management during the 2014 union negotiations and service disruption and as a result of the requirements of the new CBA.

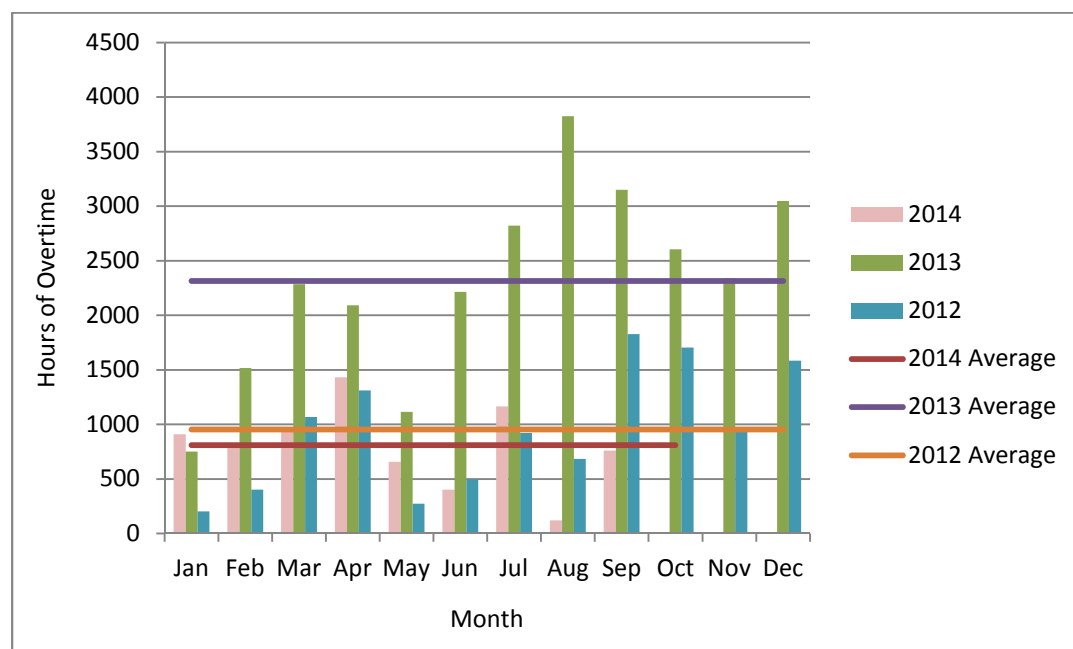


Figure 3: Overtime Hours

## Overtime Cost Comparison (Jan-Sept)

	Actual	Budget	Variance
2014	\$381,787	\$97,672	\$284,115
2013	\$829,065	\$97,377	\$731,688

# INFORMATION REPORT

- Measurement/Target: Absenteeism is tracked to assist with attendance management.
  - With the proactive management of the Attendance Support Program and as shown in Figure 4, absenteeism has reduced by 37 per cent at the end of Q3 2014 compared to Q3 2013. Guelph Transit recognizes employees quarterly for their exemplary attendance.

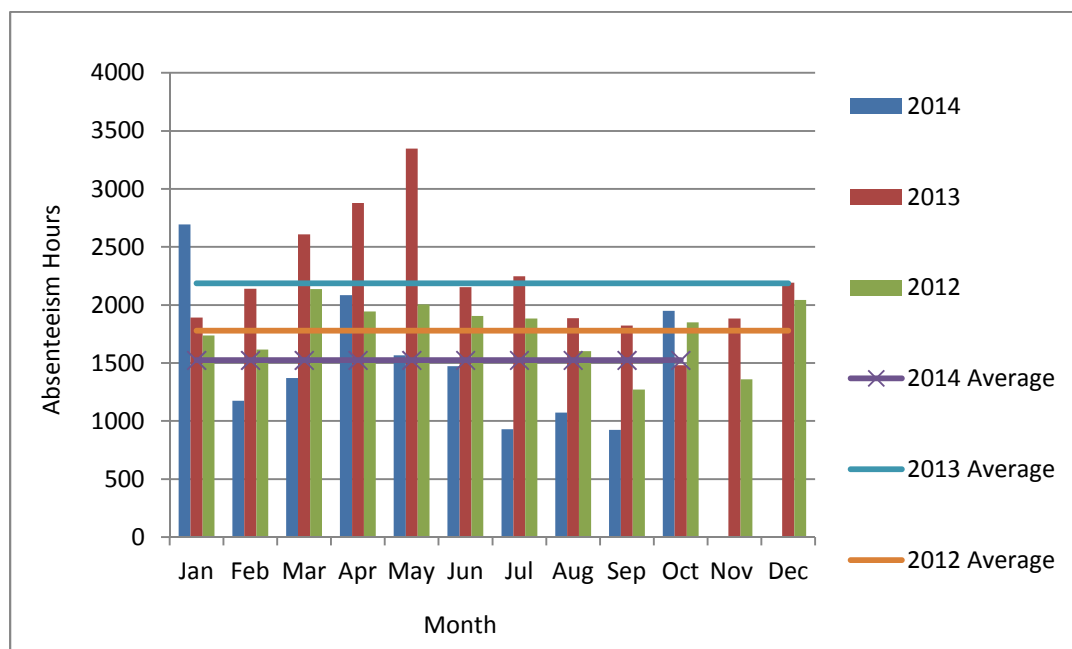


Figure 4: Absenteeism Hours

## Number of Exemplary Attendance Letters Issued

	Q1	Q2	Q3	Q4
2014	112	131	135	n/a
2013	n/a	n/a	n/a	n/a

## Theme 3: Driver Ambassador

- Issue
  - Inconsistent level of customer service.
- Objective
  - Have a customer-first or "citizen focused" operation.
  - Establish a customer-service standard.
  - Provide trained operators to deliver exceptional transit service.

# INFORMATION REPORT

## Plan and Status

Plan	Status
Develop a "Drivers as Ambassadors" training program	Complete
Train all transit operators, full time and extra board	Complete
Develop continual evaluation and performance measurement methods	Operations Manager is working with Organizational Development in Human Resources to develop process for recognizing top performers. Preliminary meeting tentatively scheduled for first week of November. Anticipated to be completed by end of 2014

- Measurement/Target: Customer complaints to be less than 10 per cent of total customer contacts.
  - As shown in Figure 5, the percentage of customer contacts that are complaints have been generally lower for the months to the end of Q3 2014 compared to Q3 2013. Overall, the number of customer complaints has reduced by 44 per cent, from 965 at the end of Q3 2013 compared to 540 at the end of Q3 2014.

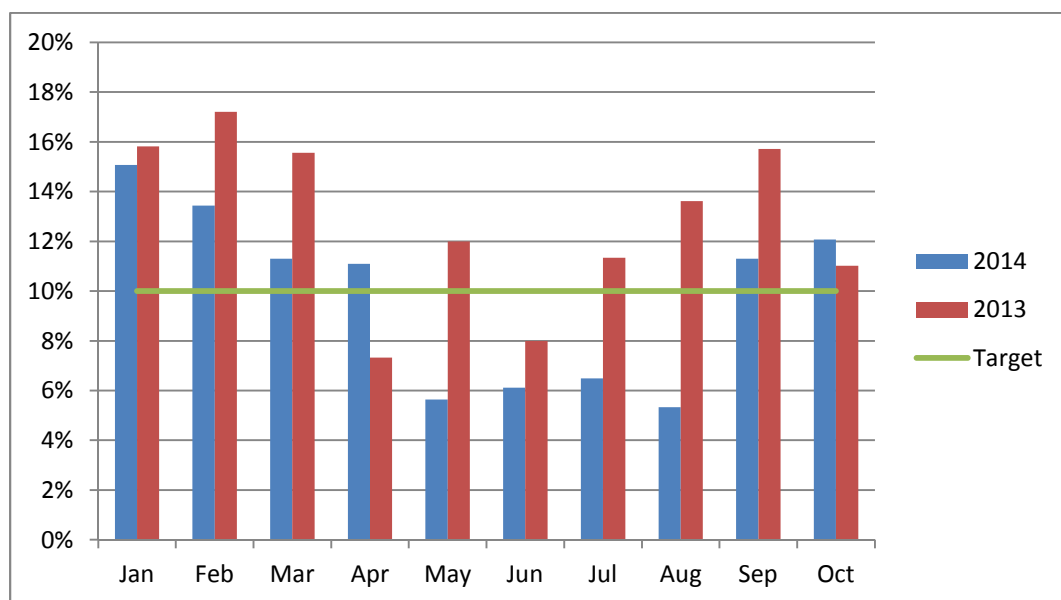


Figure 5: Percentage of Customer Contacts that are Complaints

# INFORMATION REPORT

- Measurement/Target: Increase in the number of commendations or compliments on operator conduct and service provision.
  - In 2014 to date, 27 operator commendations have been received from the public.

## Theme 4: Oversight

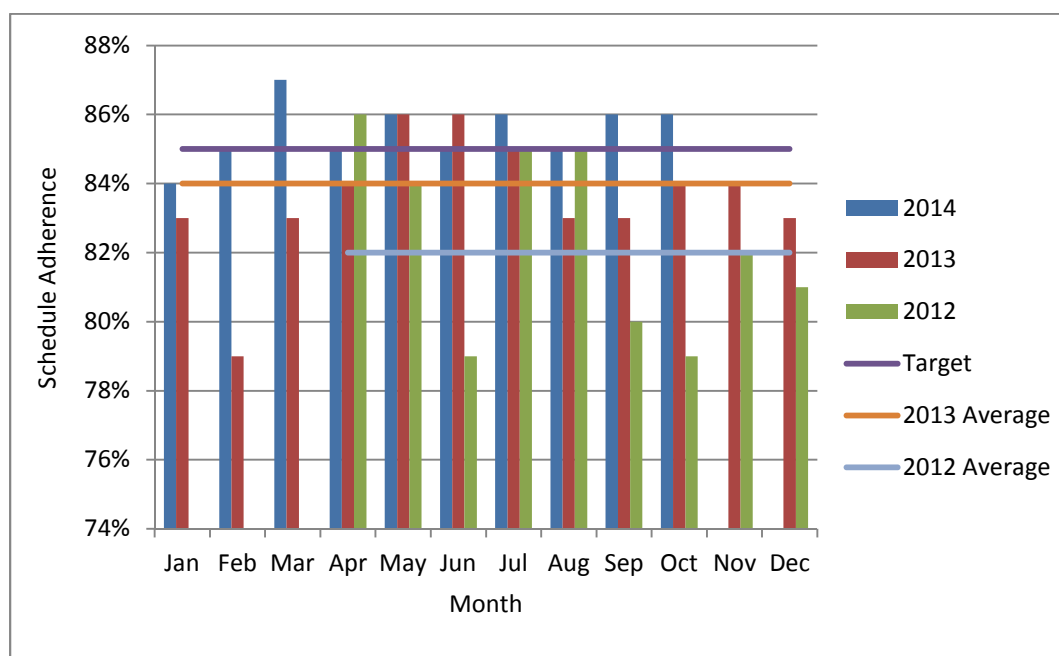
- Issue
  - Insufficient management practices in areas of training, auditing and compensating controls.
- Objective
  - Enhanced service performance through improved training and management practices.
  - Development of auditing practices at the supervision level.
  - Creation of a system for work planning and accountability.
  - Increased spirit of co-operation between management and Amalgamated Transit Union (ATU) Local 1189.

## Plan and Status

Plan	Status
Continuation of the Labour Management Committee, membership to include senior management of transit operations and the ATU executive	Complete
Implementation of compensating controls for overtime and attendance	Complete
Development and completion of the supervisor-training program	Program developed and is now being implemented. All supervisors have completed four of the six modules. Training was on hold during labour disruption. Microsoft Office training is ready for supervisors. Corporate training done by Human Resources needs to be setup. Anticipated to be completed by end of Q1 2015

- Measurement/Target: Reduction in the number of grievances within the transit operation.
  - Grievances have reduced by 44 per cent, from 77 at the end of Q3 2013 to 43 at the end of Q3 2014.

- Measurement/Target: Maintain overtime at acceptable levels.
  - Refer to Figure 3: Overtime Hours. Overtime hours have reduced by 68 per cent at the end of Q3 2014 compared to Q3 2013. Overtime costs have reduced by 54 per cent.
- Measurement/Target: Maintain schedule adherence at 85 per cent.
  - The number of buses running off schedule (early or late) has reduced by 10 per cent at the end of Q3 2014 compared to Q3 2013. We have exceeded our target of 85 per cent for on-time performance. Refer to Figure 6: Schedule Adherence.



*Figure 6: Schedule Adherence*

- Measurement/Target: Dropped runs to be less than 0.2 per cent.
  - As shown in Figure 7, with the exception of January 2014, dropped runs have been lower in every month to the end of Q3 2014 compared to Q3 2013. As shown in Figure 8, dropped runs are mainly attributed to mechanical issues and bus availability. Discussions are ongoing with fleet management to develop service level agreement to provide reliable service. Anticipated completion December 2014.
  - Following an investment in transit operator training for defensive driving, bus accidents have reduced by 21 per cent, from 48 at the end of Q3 2013 compared to 38 at the end of Q3 2014.

# INFORMATION REPORT

- Excluding the summer months of the transit service disruption, transit ridership has increased by 3 per cent.

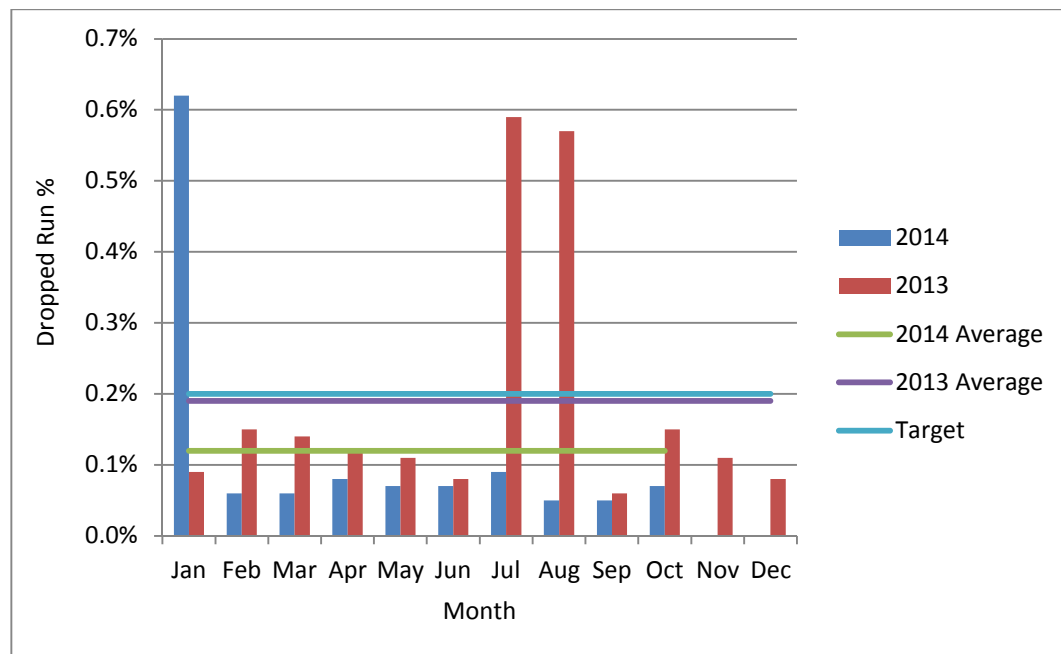


Figure 7: Dropped Runs

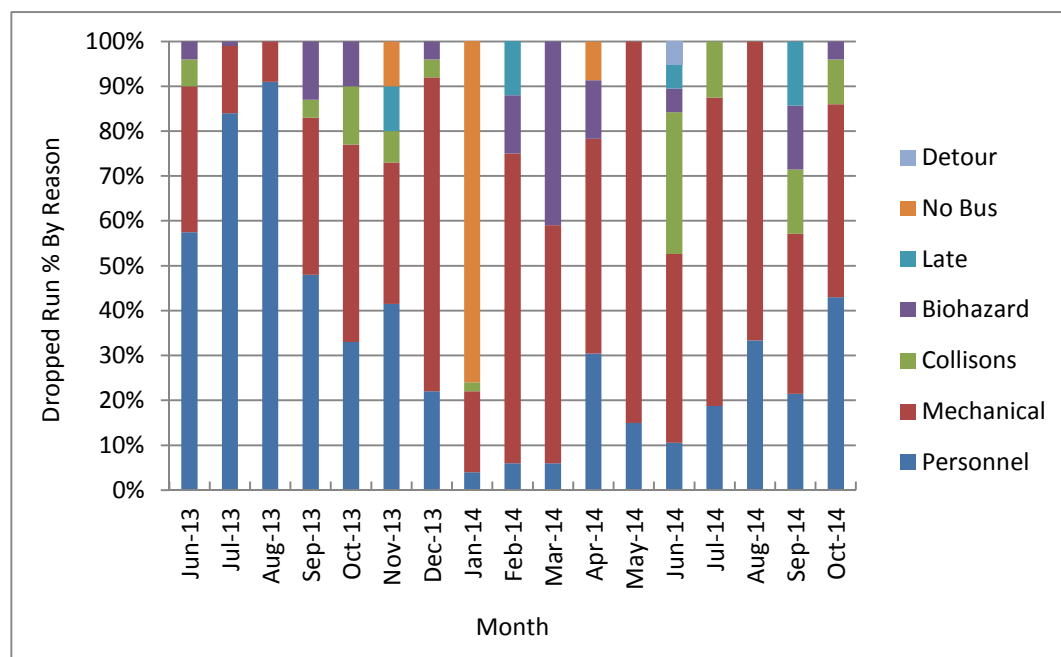


Figure 8: Dropped Runs Per cent by Reason

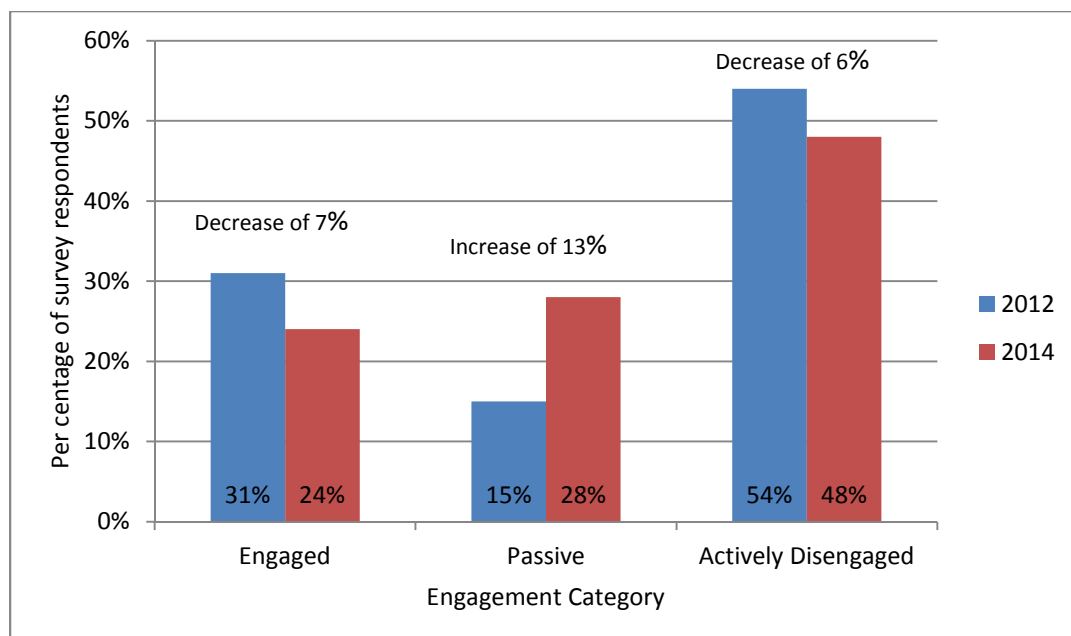
## Theme 5: Engagement

- Issue
  - Need to recognize the importance and significance of the work environment in providing excellence in transit service.
- Objective
  - Promote an environment of continuous improvement.
  - Develop an environment of cooperation and trust at transit.

## Plan and Status

Plan	Status
Continuation of the Employee Engagement Committee	Ongoing
Development of a recognition program	Team with assistance from Human Resources is developing recognition protocols. This is ongoing and was delayed due to work disruption. Engagement committee will meet before end of 2014
Review of all transit department committee structures and objectives	Completed August 5, 2014 as part of negotiations
Development of a Driver Engagement program	65 per cent of operators have had one-on-one meetings with their supervisors to discuss concerns and provide input. This is ongoing through 2015

- Measurement/Target: Increase in the employee engagement results from the 2012 survey score.
  - The 2014 survey was conducted corporately in Q2 and results received in Q3. As shown in Figure 9, shifts in employee engagement include:
    - Engaged employees decreased by 7 per cent.
    - Passive employees increased by 13 per cent.
    - Actively disengaged employees decreased by 6 per cent.



*Figure 9: Engagement Survey Results Comparison*

- The employee engagement survey for 2014 showed an overall shift of 6% to passive and engaged from actively disengaged, resulting in more employees participating in the survey. This survey was conducted during contract negotiations and prior to a labour disruption, which may explain the 7% decrease in engaged employees.
- Measurement/Target: Reduction in the number of grievances within the transit operation.
  - Grievances have reduced by 44 per cent, from 77 at the end of Q3 2013 to 43 at the end of Q3 2014.
- Measurement/Target: Increase in the number of commendations or compliments on operator conduct and service provision.
  - We continue to receive compliments and operator commendations from the public. At the end of Q3 2014, we have forwarded 27 commendations from the public to operators.

## Theme 6: Fleet

- Issue
  - Sufficient fleet levels to provide transit service.
- Objective
  - Increase reliability of transit fleet.
  - Improve performance monitoring and reporting.

# INFORMATION REPORT

## Plan and Status

Plan	Status
Develop key performance indicator for Fleet uptime	Complete
Define service level requirements for Fleet	Complete
Develop and implement formal service level agreements	This is 90 per cent complete. Anticipated completion by end of 2014

- Measurement/Target: Schedule adherence to maintain at 85 per cent.
  - The number of buses running off schedule (early or late) has reduced by 10 per cent at the end of Q3 2014 compared to Q3 2013. We have exceeded our target of 85 per cent for on-time performance. Refer to Figure 6: Schedule Adherence.
- Measurement/Target: Dropped runs to be less than 0.2 per cent.
  - Refer to Figure 7: Dropped Runs. The majority of dropped runs are still due to mechanical issues. Discussions are ongoing with fleet management to develop a service level agreement to provide reliable service. Anticipated completion December 2014.

## Conclusions

The *Recasting Guelph Transit* plan is well underway and achieving performance improvements in most areas and themes, with improvements in schedule adherence and decreases in overtime, absenteeism, bus accidents and customer complaints. We have completed 50 per cent of all planned activities.

At the end of Q3 2014 compared to Q3 2013, Guelph Transit has:

- Reduced the number of buses running off schedule (early or late) by 10 per cent exceeded our target of 85% for on-time performance
- Reduced overtime hours by 68 per cent.
- Reduced absenteeism by 37 per cent.
- Following an investment in transit operator training for defensive driving, reduced the number of bus accidents by 21 per cent.
- With the introduction of customer-first training, reduced customer complaints by 44 per cent.
- Excluding the summer months of the transit service disruption, increased transit ridership by 3 per cent.

## FINANCIAL IMPLICATIONS

All implementation costs in 2014 will be completed within the current approved budget.

## CORPORATE STRATEGIC PLAN

### 1.1 Engage employees through excellence in leadership

# INFORMATION REPORT

- 1.3 Build robust systems, structures and frameworks aligned to strategy
- 2.2 Deliver better public service
- 2.3 Provide accountability, transparency and engagement
- 3.3 Strengthen citizen and stakeholder engagement and communications

## DEPARTMENTAL CONSULTATION

We acknowledge the assistance received in the *Recasting Guelph Transit* plan from the Human Resources and Public Works departments of the City and from the Executive Committee of Local 1189 ATU in developing the driver ambassador program, employee engagement and operator training.

## COMMUNICATIONS

*Recasting Guelph Transit* is a long-term plan to address the issues that have affected service. Staff will continue to bring forward a report on a quarterly basis that provides Council with an update on performance changes and opportunity to discuss staff efforts. Key performance indicators continue to be posted and updated monthly on [Guelph.ca](http://Guelph.ca)

## ATTACHMENTS

None



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**Authored & Recommended By**

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**Approved By**

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# INFORMATION REPORT



TO City Council

SERVICE AREA Public Services

DATE December 3, 2014

**SUBJECT Guelph Transit Advertising Revenue**

REPORT NUMBER PS-14-03

## EXECUTIVE SUMMARY

### SUMMARY OF REPORT

Early in 2014, a Request for Proposal was issued for interested parties to bid on the advertising rights for Guelph Transit buses, shelters and benches.

The agreements for transit bus and shelter advertising have been finalized, and staff is working towards finalizing the agreement for bench advertising. These three agreements represent over 1.2 million dollars in advertising revenue over the next four years.

### KEY FINDINGS

- There is a significant transit advertising sales opportunity in the Guelph market.
- The value of the three transit advertising agreements represents over 1.2 million dollars in revenue over the next four years, an increase of 27.4 per cent compared to the previous four year's total advertising revenue.
- The advertising contractors will work to meet sales targets identified in the Request for Proposal to ensure opportunities for additional revenue payable to the City are maximized.
- Contracts have been awarded to Pattison Outdoor for bus advertising, and to StreetSeen Media for transit shelter advertising.
- Staff are working to finalize the bench advertising agreement with the contractor identified through the Request for Proposal process.

### FINANCIAL IMPLICATIONS

The value of the agreements combined represents over 1.2 million dollars in advertising revenue from January 1, 2015 to December 31, 2018.

# INFORMATION REPORT

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## BACKGROUND

Guelph Transit's annual revenue budget includes advertising revenue, along with other income sources such as charters, fare box revenue, gas tax funding and municipal contributions.

Over the past number of years, Guelph Transit staff have been working to increase the advertising revenue component of the annual budget. With this objective in mind, and to ensure compliance with the City's purchasing by-law, a Request for Proposal was issued in early 2014 requesting submissions for the right to the sale of transit bus, shelter and bench advertising.

## REPORT

In 2014, Guelph Transit's bus, shelter and bench advertising agreements expired. Guelph Transit staff, along with staff from Procurement and Risk Management Services and Legal Services, reviewed the operational and revenue requirements for these agreements and issued a Request for Proposal for the right to the sale of transit bus, shelter and bench advertising.

Guelph Transit staff recognized that there was an opportunity to enhance advertising in the community as there were a number buses and shelters without advertising posted. As a result of this observation, staff included a performance clause in the document to ensure that revenue would be maximized and the under-utilization of these advertising facilities would be improved.

Since the Request for Proposal closed in June 2014, Guelph Transit staff, in conjunction with Legal Services, have been working to complete the final agreements with the successful proponents. We are pleased to advise Council that the following contractors will be representing Guelph Transit's transit bus and shelter advertising opportunities:

- Transit bus advertising: Pattison Outdoor  
Agreement term: July 1, 2014 – December 31, 2018
- Transit shelter advertising: StreetSeen Media  
Agreement term: November 1, 2014 – December 31, 2018

Each of these organizations has had experience in the Guelph market, is well respected in the industry, and is committed to maximizing the sales opportunities that will result in additional revenue payable to the City. Each organization is also committed to actively market Guelph Transit advertising opportunities to maximize revenue opportunities.

The value of the agreements combined represents over 1.2 million dollars in advertising revenue from January 1, 2015 to December 31, 2018. This is an increase of 27.4 per cent when compared to the 2011 to 2014 advertising revenue. The advertising revenue will fluctuate with the number of advertising amenities available, but is based on a per unit minimum revenue guarantee. In addition to the

# INFORMATION REPORT



per unit minimum advertising revenue guarantee, additional advertising revenue will be paid to the City if the contractor exceeds an agreed upon annual gross revenue amount.

Guelph Transit and Legal Services staff are continuing to work through the details of the bench advertising agreement and will provide an update to Council once that agreement has been finalized. The advertising revenue referenced above does include estimated annual revenue from the bench advertising agreement.

The advertising guidelines that currently provide direction to the contractors selling advertising on Guelph Transit buses, shelters and benches has remained unchanged from previous agreements, however these guidelines will be replaced by a formal City policy in the future. Per the agreements, the advertising contractors will adhere to any new or amended guidelines or policies relating to transit advertising.

## CORPORATE STRATEGIC PLAN

1.2 Develop collaborative work teams and apply whole system thinking to deliver creative solutions.

2.1 Build and adaptive environment for government innovation to ensure fiscal and service sustainability.

3.2 Be economically viable, resilient, diverse and attractive for business.

## DEPARTMENTAL CONSULTATION

Legal Services

Purchasing

## COMMUNICATIONS

Not applicable

## ATTACHMENTS

ATT-1 Request for proposal for the right to the sale of advertising

**Report Author:** Heather Mathewson Jelsma,  
Coordinator, Sales & Market Development

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**Approved By**

Phil Meagher

General Manager, Guelph Transit

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**Recommended By**

Derrick Thomson

Deputy CAO, Public Services

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[derrick.thomson@guelph.ca](mailto:derrick.thomson@guelph.ca)



THE CORPORATION OF THE CITY OF GUELPH  
PROPOSAL DOCUMENT

**REQUEST FOR PROPOSAL  
FOR RIGHTS TO THE SALE OF ADVERTISING INCLUDING  
PART "A" BUS ADVERTISING, PART "B" BENCH  
ADVERTISING AND PART "C" TRANSIT SHELTER  
ADVERTISING FOR THE CITY OF GUELPH**

**Reference Number: 14-051**

**Closes: Tuesday June 10th, 2014**

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## THE CORPORATION OF THE CITY OF GUELPH

### **REQUEST FOR PROPOSAL FOR RIGHTS TO THE SALE OF ADVERTISING INCLUDING PART "A" BUS ADVERTISING, PART "B" BENCH ADVERTISING AND PART "C" TRANSIT SHELTER ADVERTISING FOR THE CITY OF GUELPH**

**Reference Number: 14-051**

#### **1. INTENT**

- a. The purpose of this proposal is to govern the rights to the sale of advertising space for the City of Guelph Transit Services for 2014-2018. The successful proponent would be responsible for the following:
- Part "A" Bus advertising: interior and exterior advertising sales on Guelph Transit conventional buses
  - Part "B" Bench advertising: bench supply, maintenance, garbage collection and advertising sales at Guelph Transit bus stops
  - Part "C" Shelter advertising: Guelph Transit shelter advertising sales

#### **2. DEFINITIONS**

In this Request for Proposals,

"Closing Date" means June 10th, 2014.

"Closing Time "means 2:30 p.m.

"Conflict of Interest" means the Proponent is an employee of the City, a spouse or child of an employee or a corporation or other business entity in which an employee or his or her spouse or child has an interest or is a director or officer;

"Contract" means a binding agreement by way of a Purchase Order or a Purchase Order incorporating a written agreement or a written agreement between two or more parties together with the Proposal submitted by the Successful Proponent;

"Proposal" means a written submission in response to this RFP.

"Successful Proponent" means the Proponent that is awarded the Contract in response to this Request for Proposals.

"General Manager of Transit" means the City's General Manager, Guelph Transit, or his/her designate

“Boulevard” means from back of curb or from edge of asphalt to the property line on the same side of the road.

“Right of way” means City-owned lands from property line to property line, which encompasses the road.

### **3. SUBMISSION REQUIREMENTS**

Proposals shall be in writing and shall include the following:

All prospective proponents shall provide sufficient information and data to fully allow a complete evaluation of the information to be made. Information and data submitted by each proponent will become part of the proposal.

a. Qualifications and experience

- i. Experience of the company and key personnel assigned to the contract
  - i. Degree of experience completing projects of a similar scope.
  - ii. Degree of company experience in advertising sales.
  - iii. Degree of company experience in transit advertising sales.
  - iv. Experience of installation of advertising on buses and/or shelters, only if submitting a proposal for Part “A” and/or “C”.
  - v. Degree of company experience in the installation, maintenance, garbage collection and bench advertising sales, only if submitting a proposal for Part “B”.
- ii. Proposed sales team and project manager
  - i. Extent of project team experience with completion of projects of a similar scope.
  - ii. Extent of project manager’s experience relating to the scope of work detailed in this Request for Proposal.
  - iii. Degree of relevant experience demonstrated through background and qualifications.
  - iv. Degree of sales staff and project manager experience in transit advertising sales.
  - v. Extent of sales staff knowledge of, and experience in local market.

b. Understanding of the project

- i. Implementation plan.
- ii. Resource plan (this includes equipment, labour and scheduling).

c. References

- i. A minimum of three (3) written references, preferably from the Municipal or public transit sector. References shall be of recent projects of similar scope or magnitude undertaken by the proponent.

d. Financial Value

- i. Pricing based on the terms of reference provided needs to be included and submitted on FP1-FP14.

#### **4. COMMUNICATIONS**

- a. The Proponent shall be responsible for obtaining clarification of any discrepancies or omissions in the RFP documents and the meaning of any terms of the RFP.
- b. No queries shall be accepted during the five (5) days prior to the Closing Date to allow the City adequate time to send any required response to all Proponents as an addendum.
- c. All questions related to this RFP or for clarification of the procedure for submitting Proposals are to be directed in writing to:

Alecia Humphrey  
Buyer  
1 Carden Street  
Guelph, ON N1H 3A1  
T: 519-822-1260 x 2328  
E: [alecia.humphrey@guelph.ca](mailto:alecia.humphrey@guelph.ca)

#### **5. ADDENDUM**

- a. The City will issue any changes/additions/deletions to specifications and/or terms and conditions of this RFP by way of addenda. Any and all addenda issued prior to the Closing Date shall form part of this RFP. No addenda will be issued after 12:00 noon the day before the Closing Date. Acknowledgement of addenda must be made on the form of Proposal.
- b. Proponents shall rely only on information provided in this RFP and any addenda in completing their Proposal. Verbal or other communications from the City not in the form of an addendum shall not be binding on the City.

#### **6. DRAWINGS AND ANY RELATED INFORMATION**

- a. The Proponent shall verify that these Contract documents are complete and assume responsibility to view/download/print any drawings, specifications and any other related information not sent with this document. You are required to go to the City's website where under the description of this contract you will find links to the drawings, specifications and any related information not sent with this document. Shortages shall be reported to the immediately. It will be your responsibility to make sure that when you print any drawings/sketches/etc that they are printed to scale.

**<http://guelph.ca/business/bids-and-tenders/>**

- 14-051 - APPENDIX A.pdf
- 14-051 – APPENDIX B.pdf
- 14-051 – APPENDIX C.pdf
- COG\_TrnstNova\_BS\_Aug2108.pdf
- COG\_TrnstOrion\_BS\_Aug2108.jpg
- DRAFT\_General Consulting Agreement.docx

## **7. SUBMISSION OF PROPOSALS**

- a. Sealed Proposals will be received **ONLY** at Service Guelph, first floor at Guelph City Hall, 1 Carden Street, Guelph, Ontario, Canada, N1H 3A1, on or before the Closing Date and Closing Time.
- b. Proponents are to provide one (1) original copy of the Proposal with an original signature and five (5) additional copies of all requested documents. Proposals shall be submitted on the Form of Proposal (FP1-FP14) provided and must be properly signed where indicated. Please also provide all submitted and supporting documentation on a computer disk (CD) or USB.
- c. All Proposals shall be submitted with the submission label attached on the last page of this RFP completed in full and affixed to the sealed submission envelope.
- d. Proposals will not be opened publicly and prices will not be read out at any time. Only the Proponents' names and receipt of documents will be acknowledged.

## **8. WITHDRAWAL**

- a. The City *reserves* the right to withdraw or cancel at its discretion this RFP at any time either before or after the Closing Date. The City shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent or other party as a result of such withdrawal or cancellation.

## **9. PRICING**

- a. All prices must be identified in the Form of Proposal (FP1-FP14) furnished by the City in their entirety unless otherwise stated and shall be firm for the term of the Contract. Prices shall be in Canadian funds and be inclusive of all incidental costs, including, but not limited to labour, equipment, travel time, customs duty, excise tax, freight, insurance, fuels, energy costs, etc. HST shall be shown as extra.

## **10. PURCHASING BY-LAW**

- a. The Purchasing By-law for the City of Guelph can be found on the City's website at [www.guelph.ca](http://www.guelph.ca). Proponents are responsible for reading and understanding the By-law and by submitting a Proposal confirm that they agree to abide by the By-law. Proponents are deemed to *have familiarized themselves* with the requirements of the City as well as the specific requirements of this Request for Proposals.

<https://guelph.ca/wp-content/uploads/PurchasingBylaw.pdf>

## **11. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- a. All information contained in Proposals will be subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information collected by the City will be used solely for the purposes stated in this RFP. Any information submitted by a Proponent that is to be considered confidential must be clearly marked as such.
- b. The City will release the Proponent's name and details of the Proposals which are not specifically requested to remain confidential.

## **12. PROPOSALS IRREVOCABLE**

- a. Proposals shall be irrevocable and remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Date. The City may at any time within this ninety day period accept any Proposal whether or not any other Proposal has previously been accepted.

## **13. COSTS OF PROPOSAL**

- a. The City shall not be responsible for any costs incurred by Proponents in preparing and submitting a Proposal.

## **14. VARIATION OF PROPOSAL PRICES**

- a. No variation in the unit prices, commission rates, or total price proposed will be permitted after a sealed Proposal has been submitted, except in the instance of variation due solely to an increase or decrease in the rate of exigible taxes, beyond the control of the Proponent, occurring after the time and date of submission of the Proposal. An increase or a decrease in the rate of exigible taxes, under such circumstances, shall affect the Proposal only to the extent of the tax increase or decrease.

## **15. DISQUALIFICATION OF PROPOSALS**

- a. Proposals shall be disqualified for the following reasons:
  - i. More than one Proposal is received from an individual firm, partnership, corporation or association under the same or different names unless the Proposal makes it clear that the work in the extra Proposals shall be performed under a "joint" agreement;
  - ii. Collusion between Proponents;
  - iii. The Proposal contains changes to the original submission document which are not initialled by the Proponent;
  - iv. The Proponent has a Conflict of Interest as determined by the City in its sole discretion;
  - v. The Proposal is incomplete, conditional, illegible, and obscure or qualified in any way, or contains additions not called for, erasures, alterations or irregularities of any kind;
  - vi. The Proposal is received after the Closing Time on the Closing Date, regardless of the circumstances which resulted in the late submission; and,
  - vii. The Proposal is not executed or executed by a person who has authority to bind the Proponent.
  - viii. The form of Proposal is missing.

## **16. REVIEW OF PROPOSALS**

- a. A detailed evaluation of a Proposal will only be completed if the Proposal meets the following mandatory criteria:
- b. The Proposal is not disqualified; and,
- c. Proposals which comply with the mandatory criteria will be evaluated by the City's evaluation committee based on the following criteria:
  - i. Qualifications & Experience 25%
  - ii. Understanding of Project 15%
  - iii. References 10%
  - iv. Financial Value / Revenues 50%

- d. During the evaluation process, the City, at its sole discretion, may request clarification from the Proponent of any aspect of a Proposal, including requesting additional information. Any such clarification will not alter the Proposal and will not be constituted as negotiation or re-negotiation of the total price or commission for the services to be supplied by the Proponent as set out in the Proposal at the Closing Date and Closing Time of this Request for Proposals.
- e. The right to clarify does not impose upon the City a requirement to clarify any part of a Proposal where the Proposal is deficient or otherwise not acceptable in any aspect. All requests for clarification and responses thereto shall be in writing. Any such request does not constitute an acceptance of a Proposal. The City will not be liable nor reimburse any party for costs incurred in the preparation of any clarifications of Proposals, or any other services that may be requested as part of the evaluation process.
- f. The City may invite one or more Proponents to make an oral presentation to the City selection committee members in support of their proposal to exhibit or otherwise demonstrate the information contained therein. Questions will be posed to each Proponent, as they arise, during and after each presentation. Such a meeting will take place in Guelph and the transportation to and from the meeting for the supplier's representative(s) shall be at the expense of the supplier. Proponents must be prepared to provide a sample of their work and or product demonstrations and answer questions during the interview. Selected proponent(s) will be notified at least 72 hours prior.

#### **17. SAMPLES**

- a. Proponents MUST include with their submission photographic samples of past work of similar advertising ventures.

#### **18. NEGOTIATIONS**

- a. Upon completion of the evaluation process, vendor negotiations will be undertaken to refine the details of this contract for the proposed locations in this RFP. Negotiations may take the form of adding, deleting or modifying requirements. Assuming mutually acceptable terms and conditions can be negotiated; a contract will be signed with the selected proponent. In the event of default or failure to arrive at mutually acceptable terms and conditions, the City may accept another Proposal or seek new Proposals, or implement a system in any other way deemed appropriate.

#### **19. AWARD OF CONTRACT**

- a. Upon completion of the evaluation process, and negotiations an award will be made to the successful proponent.

#### **20. OWNERSHIP OF SUBMISSION MATERIAL**

- a. In consideration of the right to submit a Proposal, the Proponent, by responding, releases all rights to the Proposal documents submitted, which, on receipt by the City, become the property of the City.

#### **21. PROPOSAL TO BE CONSIDERED AN OFFER**

- a. The submission of a Proposal to the City shall constitute an "Offer". The City's acceptance of any Proposal shall not be binding on the City until both parties have executed the draft consulting agreement (attachment).

## **22. RELATIONSHIP OF CITY AND SUCCESSFUL PROPONENT**

- a. The Successful Proponent, and any of its employees or agents, shall not be considered in any way an employee of the City. Each party is an independent successful proponent and has no authority to obligate or bind the other party. Neither party may create any obligation, either expressed or implied on behalf of the other, except as expressly authorized in the Contract.

## **23. TERM OF AGREEMENTS**

- a. The first period of any agreement in respect of each of Parts "A", "B" and "C" will commence as set out in the applicable requirements for each of those respective Parts addressed below in this Request for Proposal. However, the first period of any agreement for all three Parts of this Request for Proposals will end on December 31<sup>st</sup>, 2015. For each Part, an additional one-year period from January 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2016 may be approved at the mutual agreement of the City and the Successful Proponent. This same extension provision will also apply for the period of January 1<sup>st</sup>, 2017 to December 31<sup>st</sup>, 2017, and for the period of January 1<sup>st</sup>, 2018 to December 31<sup>st</sup>, 2018, when every agreement shall be fully completed and ended, if not already ended.
- b. Part 'A' will commence July 1<sup>st</sup>, 2014 to December 31<sup>st</sup>, 2018.  
Part 'B' will commence December 1<sup>st</sup>, 2014 to December 31<sup>st</sup>, 2018.  
Part 'C' will commence November 1<sup>st</sup>, 2014 to December 31<sup>st</sup>, 2018.

## **24. CANCELLATION OF CONTRACT**

- a. This Contract may be terminated by the agreement of both parties at any time. The City may terminate the Contract at any time by providing 10 days written notice.

## **25. COPYRIGHT NEW MATERIAL**

- a. All materials developed under the Contract shall be owned by the City. The City retains all copyrights in such materials and any use without the written consent of the City is prohibited.

## **26. PATENT RIGHTS AND INFRINGEMENTS**

- a. The successful vendor shall be subject to the following clause:  
"If any action is brought against the City based on a claim that the City's use of this product infringes a patent or copyright, the Vendor shall defend such action at its expense and pay the cost and damages awarded in any such action and all prior claims relating to such action. In the event that an injunction shall have been obtained against the City's use of the product because of patent or copyright infringement, or, if such product is likely to become the subject of a claim of infringement, the Vendor shall replace the same, to the satisfaction of the City, so that it becomes non-infringing, or grant the customer credit for such product, accepts its return and pay all costs of such replacement or return".
- b. The successful vendor is responsible for obtaining all approvals with regard to any existing copyright laws.

## **27. LEGAL COMPLIANCE**

- a. The Successful Proponent shall comply with all applicable federal, provincial and municipal laws and regulations during the term of the Contract. The Successful Proponent shall obtain and pay for any necessary permits and licenses if required.

## **28. TERMINATION**

- a. In the event that the Successful Proponent defaults in the performance of any of the terms and conditions of the Contract or with any proper order or request of the City, the City shall provide written notice to the Successful Proponent of the particulars of the default. If the Successful Proponent does not cure the default within seven days from the date of delivery of such notice, the City shall have the right, at its sole option, to terminate this Contract forthwith by providing notice in writing to the Successful Proponent at the address given in the Proposal. Upon termination, any rights of the Successful Proponent under the Contract shall immediately cease, determine and be at an end and all monies payable and owing to the City shall immediately become due and payable. The City shall not be liable for payment to the Successful Proponent of any monies whatsoever by reason of such termination.

## **29. ACCESSIBILITY**

- a. The City is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.
- b. Regulations enacted under the Act apply to every designated public sector organization and, on their behalf, other third parties that provide goods, services and facilities to the members of the public and the organization's employees.
- c. The proponent, and all sub-contractors hired by the proponent in the completion of its work, will meet compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.
- d. The City of Guelph Facility Accessibility Design Standard meets or exceeds the Accessibility for Ontarians with Disabilities Act, 2005 Design of Public Spaces. As a result the Facility Accessibility Design Standard shall be the guiding document for accessible built environments owned, operated or leased by or supplied to the City of Guelph.
- e. It is the proponent's responsibility to ensure they are fully aware of, and as a third party provider for a designated public sector organization, meet all requirements under the Act.  
<http://guelph.ca/living/accessibility/>

## **30. VENDOR-PERFORMANCE**

- a. The City reserves the right to remove from the City's Bidders' List (disqualify), for an indeterminate period (minimum two (2) years), the name of any company for breach of the terms and conditions of this contract or for unsatisfactory performance of the Contract. This disqualification will apply to the company as the bidder and or sub-trade on future quotations, tenders or requests for proposal issued by the City. The City also reserves the right to publish the names of all disqualified companies in any future quotation, tender or requests for proposal.

## **31. FINANCIAL MATTERS**

- a. The consideration payable by the Successful Proponent to the City for the rights and privileges under Part "A" of this Request for Proposals shall be, for each year of the term, the greater of:
  - a) A payment fixed in advance for that year, plus 15 per cent total gross billings, plus HST.
  - b) A payment calculated as a percentage of gross billings under the Part, plus HST.
- b. The consideration payable by the Successful Proponent to the City for the rights and privileges under Part "B" and Part "C" of this Request for Proposals shall be, for each year of the term, the greater of:
  - c) A payment fixed in advance for that year, based on a fixed amount per advertising

amenity face, multiplied by the number of advertising amenities, 15 per cent total gross billings, plus HST.

- d) A payment calculated as a percentage of gross billings under the Part, plus HST.

The payment fixed in advance shall be paid in monthly installments with the first payment due one month after the start date. Each payment thereafter shall be due on the 15 day of each month for the previous month ended. Payments shall be accompanied by printed monthly reports detailing, but not limited to, total available advertising space, advertising space sold, period of advertising, advertising topics/titles, and advertiser names. The Proponent shall also provide these reports electronically upon request.

Within sixty (60) days after each anniversary date of the agreement and within sixty (60) days after the end of the term, the Successful Proponent shall provide the City with financial statements satisfactory to the City showing the gross billings received or receivable (whichever is greater) for all advertising for the previous year. The Successful Proponent shall pay to the City, within fourteen (14) days after delivery of such financial statements, an amount equal to the difference between the minimum guaranteed amount payable for the previous year and the amount payable where the percentage of gross billings is greater than the annual guaranteed minimum payment. Late payments shall be subject to a late payment charge at an interest rate set by the City and updated from time to time. The 2014 interest rate for late payments is 1.5 per cent per month calculated monthly and payable monthly (effective rate 19.5 per cent per annum).

The City, or anyone designated by the City in writing, shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents related to the advertising and shall have the right to make copies thereof and take extracts therefrom. The Successful Proponent shall make available all facilities reasonably necessary for such audits or inspections.

The term "gross billings" as used in the agreement, means the gross billings issued by the Successful Proponent to its clients, less:

- (a) Commissions deducted by or paid or payable to advertising sales agents with respect to advertising placed with the Successful Proponent;
- (b) Prompt payment discount, not to exceed two (2) per cent, afforded to clients if payment is made within ten days after the date of the invoice;
- (c) Net production costs; and
- (d) Bad debts deducted in accordance with and subject to the following provision, namely the Successful Proponent shall have the right to write off as bad debts from its gross billings any billings made to its clients, payment whereof is then three months or more in arrears; if collection of any such unpaid billings is made by the Successful Proponent at any subsequent date, the Successful Proponent shall forthwith pay to the City an amount equal to the applicable percentage of such amounts collected.

These guaranteed minimum payments are based on the Successful Proponents' right to place advertisements per Parts A, B and C.

Additional payment for new bench or shelter amenities put into service during the year will be pro-rated from the first date of service as per the financial conditions proposed in the Form of

Proposal.

**32. SUSPENSION OF SERVICE**

- a. This section pertains to Part “A”, advertising on the interior and exterior of City of Guelph Transit buses only. If for any reason the bus service should be suspended for a continuous period of five service days or longer, the City shall notify the Successful Proponent in writing within forty-eight hours. The pro rata reduction shall be made in computing the minimum guaranteed sum payable by the Successful Proponent on the number of full days the bus service is not in operation.

**33. OCCUPATIONAL HEALTH AND SAFETY**

- a. The *Occupational Health and Safety Act* and Regulations there-under, as may be amended from time to time, shall govern the operation of this Contract. Responsibility for compliance with the Act and Regulations rests exclusively with the Successful Proponent.

**34. NO WAIVER**

- a. The City shall not be deemed to have waived any breach of this Contract unless such waiver is made in writing. No waiver made with respect to any instance of breach shall be deemed to be a waiver with respect to any other instance of breach or with respect to any other rights the City may have under the Contract. Forbearance by the City in any regard whatever does not constitute a waiver of any breach of this Contract.

**35. NON-ASSIGNMENT**

- a. Neither this Contract nor any work to be performed under this Contract or any part thereof may be assigned by the Successful Proponent.

**36. IN CASE OF BANKRUPTCY**

- a. Subject to the provisions of the Bankruptcy and Insolvency Act or any successor legislation or any other applicable legislation, where, during the term of the Contract, the Successful Proponent makes an assignment for the benefit of its creditors, or becomes bankrupt or insolvent, or undergoes reorganization, or makes a proposal to its creditors, or otherwise becomes financially unable to perform this Contract, the City may, at its option, declare the Contract immediately terminated. Where the City declares the Contract immediately terminated, the City shall be entitled to enter into a contract with another party without the consent of the Successful Proponent. The said declaration of immediate termination of the Contract by the City and the City's entering into a contract with another Proponent shall in no way prejudice any rights or remedies that the City may have at law against the Successful Proponent.

**37. QUALITY AND VALUE**

- a. The Successful Proponent shall provide a good standard of service and value to the City who shall be the sole judge of the adequacy of such service and value.

**38. INDEMNITY**

- a. The Successful Proponent shall indemnify the City and the City's members of council, officers, employees, proponents and agents, against all losses and liabilities related to acts or omissions, in connection with this agreement, of the Successful Proponent or any person for whom the Successful Proponent is in law responsible. The Successful Proponent shall, at the City's

election, either assume the City's defence of any proceeding brought in respect of such loss or liability, or cooperate with the City in the defence, including providing the City with prompt notice of any possible loss or liability and providing the City with all information and material relevant to the possible loss or liability. This section will survive the termination of this agreement.

- b. The Successful Proponent shall not be liable for costs or damages arising from errors or omissions in any of the information which is supplied to the Successful Proponent by the City.
- c. Without restricting the generality of the provisions in this agreement related to indemnification, the Successful Proponent shall obtain, and for as long as this agreement is in effect, maintain, pay for and, upon request by the City from time to time, provide evidence, satisfactory to the City, of the following insurance coverage's, all taken out with insurers licensed to transact insurance business in Ontario and satisfactory to the City's Procurement and Risk Manager:
  - d. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
    - i. Including "The Corporation of the City of Guelph" as an additional insured;
    - ii. To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence;
    - iii. Including bodily injury, personal injury, death and damage to property, including loss of use thereof;
    - iv. In a form satisfactory to the City's Procurement and Risk Manager; and,
    - v. Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.
  - e. **AUTOMOBILE LIABILITY INSURANCE:**
    - i. In respect of licensed vehicles;
    - ii. To a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence;
    - iii. Including bodily injury, death and damage to property;
    - iv. Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage; and,
    - v. In the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Successful Proponent, and standard non-owned automobile form policy including standard contractual liability endorsement.
  - f. **PROFESSIONAL LIABILITY INSURANCE:**
    - i. To a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence; and,
    - ii. Subject to an annual aggregate of two million dollars (\$2,000,000).
- g. The Successful Proponent shall be liable for and indemnify and save harmless the City from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:
  - i. any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement to be fulfilled, kept, observed and performed by the Successful Proponent;

- ii. any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Successful Proponent and those for whom it is in law responsible; and,
- h. For the purposes of sections 38 "costs" means those costs awarded in accordance with the order of a court of competent jurisdiction; the order of a board, tribunal or arbitrator; or costs negotiated in the settlement of a claim or action.

### **39. WORKPLACE SAFETY & INSURANCE BOARD CERTIFICATE**

- a. Unless the Successful Proponent can provide proof to the City from the Workplace Safety & Insurance board that the Successful Proponent does not require Workplace Safety & Insurance Board Insurance, the Successful Proponent will be required to submit an original Certificate of Good Standing from the Ontario Workplace Safety & Insurance Board on request by the City and shall provide additional certificates as often as is deemed necessary by the City during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

### **40. PERFORMANCE SECURITY**

- a. The Successful Proponent shall provide to the City upon the execution of this Agreement a performance security in either a certified cheque or an irrevocable letter of credit in a form satisfactory to the City and issued by a bank suitable to the City in the amount of thirty thousand dollars (\$30,000) per Part bid or valued at six months guaranteed minimum payment in year one, whichever is greater. (If all parts are bid the amount of \$90,000 would be required)
- b. If a certified cheque is submitted as the security, the cheque will be cashed immediately. After the contract has been completed to the satisfaction of the City, the successful proponent will be refunded the amount of the cheque without interest.
- c. The Irrevocable Letter of Credit shall be in a form and from a company satisfactory to the City's Corporate Counsel and MUST be valid for the total length of all the terms. The Irrevocable Letter of Credit, if used, must clearly state that the bank agrees that it will not notify its customer of any demand until after payment is made to the City.
- d. The delivery of the performance security shall in no way limit or stand in the place of any other right to remedy that the City may have in addition thereunto.
- e. Pursuant to the performance security, The City shall be entitled to require payments to be made in the event that the Successful Proponent defaults in performing any one of all obligations set out in the Agreement. Without limiting the generality of the foregoing, the performance security shall be available to the City for drawings or partial drawings to compensate it as necessary on account of any cost or liquidated damages incurred by the City at any time as a result of any default by the Successful Proponent in performing any of its obligations herein. The amount drawn by the City against the performance security shall not be less than any occurring loss of revenue, up to and including the point in time that the Successful Proponent receives notice of its default of any obligations herein, any other losses that may be reasonably identified by the City, or both.

#### **41. GENERAL REQUIREMENTS**

All Proposals are subject to the general requirements set out in this portion of the Request for Proposal.

**a. Personnel**

The City reserves the right to request the removal and replacement of the project manager/account manager assigned to this contract by the Successful Proponent.

**b. Advertising sales**

The Successful Proponent is expected to make every effort to sell the maximum amount of transit advertising display space available.

In the first year of the contract, the City is expecting that a minimum of 65 per cent of available shelter and bench advertising faces be sold, that 65 per cent of the interior of each bus is sold and that there be exterior advertising on 65 per cent of conventional vehicles. After the first year, this expectation will increase to a minimum of 75 per cent sold for the remaining term of the contract.

**c. Communication**

All notices, demands, and requests in writing may be sent by ordinary mail, fax, email, or delivered personally:

- To the City at:

Guelph Transit  
170 Watson Road South  
Guelph ON N1L 1C1  
E: transit@guelph.ca  
F: 519-822-1322
- To the Successful Proponent at the mailing address, fax number, or email address provided in the Form of Proposal

Service by mail shall be deemed effective on the third day after mailing, and service by fax or email shall be deemed effective upon sending by fax or email. Emails sent by either party will be acknowledged by the recipient within two business days.

**d. Advertising Guidelines**

The City has adopted advertising guidelines (Appendix A) setting forth standards of acceptability for advertising. These guidelines establish criteria by which advertising displayed in our City can be judged suitable for display. All advertisements posted on amenities or vehicles included in this agreement must adhere to these guidelines, or to any new policies, guidelines or by-laws introduced during the term of the agreement. The City reserves the right to change the requirements relating to Advertising Content from time to time, and will notify the Successful Proponent of each such change and to allow the Successful Proponent a reasonable time to accommodate each such change. All advertising undertaken must also comply with all applicable Municipal, Provincial and Federal laws and regulations governing advertising.

The City is to give final approval of all advertisements prior to installation. Proposed advertisements are to be sent via electronic mail to the General Manager or his/her designate for approval prior to installation. Regardless of previous campaign approvals, Guelph Transit

reserves the right to request the removal of any advertisement if it is found to be in contravention of any current, or updated, guidelines, policies, by-laws or Municipal, Provincial and Federal laws and regulations governing advertising. The City is not responsible for any losses suffered because it rejects or requests the removal of any advertising.

The City is not responsible for cost or advertising revenue losses associated with bus, bench or shelter amenities removed from service for maintenance. Every effort will be made to provide the Successful Proponent with advanced notice if a bus, bench or shelter amenity will be removed from service for a period greater than five (5) days.

The City is not responsible for cost or advertising revenue losses associated with shelter or bench amenities that must be removed or relocated as a result of construction in the immediate area.

The Successful Proponent is to supply all resources to manage this program, unless otherwise specified.

The Successful Proponent agrees to make available to the City upon 30 days written notice, any of the available advertising faces on the Amenities covered under this Agreement during any month for use by the City free of charge for public service messages or advertising for City purposes. The City will be responsible for the cost of designing, producing and supplying such messages or City advertising to the Successful Proponent. The Successful Proponent will be responsible for installation and removal of the advertising at the Successful Proponent's sole expense.

In addition, the City may, from time to time, enter into sponsorship and/or partnerships with businesses to fund extended or special transit service events. The Successful Proponent agrees to make available to the City upon 30 days written notice, a minimum of four available advertising faces on the Amenities covered under the Agreement during any month for use by the City free of charge for the purposes of promoting the sponsorship partnership. The City will be responsible for the cost of designing, producing and supplying such messages or City advertising to the Successful Proponent. The Successful Proponent will be responsible for installation and removal of the advertising at the Successful Proponent's sole expense.

Only the City of Guelph is entitled to access advertising on any amenity under this contract free of charge. All for-profit, non-for-profit, charitable, community groups or organizations or any other group, individual or organization wishing to purchase advertising covered under this contract are to pay fair market price for advertising on any Guelph Transit advertising amenity.

#### **Part "A": Bus advertising: interior and exterior advertising sales on Guelph Transit conventional buses**

Requirements of this Request for Proposal that are special or unique to Part "A" are presented here.

This Part of the Requirements addresses advertising space on the interiors and exteriors of seventy-three (73) Guelph Transit conventional buses. The number of buses and available display space may fluctuate during the agreement term.

The term of the agreement relating to Part “A” will commence July 1, 2014 and expire on December 31, 2018.

The requirement under this Part is for vinyl application only.

The Successful Proponent shall:

- (a) provide installation of standard interior and exterior vinyl bus advertising;
- (b) maintain the advertising on an ongoing basis; and
- (c) eventually remove the advertising.

The Successful Proponent is to install all approved standard advertising display materials and to install vinyl advertising with minimum or no disruption of public transit buses or ridership, as required, on City property designated by Guelph Transit.

The Successful Proponent shall notify the General Manager when a large installation, such as a Kong or Full Wrap, is scheduled, the duration of the campaign, and on which bus the advertisement will be installed in order to ensure that the bus is not scheduled to be removed from service for a period greater than five (5) service days.

Guelph Transit will provide a storage area within the garage facility for the purpose of storing the bus advertising cards and signs. All personnel having access to City property must wear supplier identification badges in clear view.

The Successful Proponent shall pay for the costs of repair or replacement, including installation, of any interior rack damaged by the Successful Proponent or any third party. The Successful Proponent shall also pay for the cost of repairs to any part of the bus damaged by the Successful Proponent or any third party.

It is the responsibility of the Successful Proponent to remove all vinyl and glue residue at the end of every campaign

i. **Interior space (rack card)**

- (a) One row of interior racks, eleven inches (11”) high in the head line of the interior of each side of each bus, and running end to end of each bus above the windows.
- (b) Interior racks shall be supplied, installed and maintained in useable condition by the City for the purpose set out herein.
- (c) The City retains the right to enter into agreements for the provision of other interior advertising including, but not limited to, electronic displays.
- (d) The first ten (10) feet of interior rack space, on both sides of the bus, is for use for City advertisements and communication purposes exclusively. These spaces shall not be used, traded, or sold commercially by either of the parties hereto.
- (e) In addition, the City retains the right to place transit information in other interior locations of all vehicles.
- (f) Alternate interior bus advertisement designs and non-rack card concepts (i.e. ceiling, floor, or etcetera) must be presented to Guelph Transit for approval prior to installation.

ii. **Exterior space**

Total fleet: 73 conventional buses

- Bus 169 - 239 NOVA (70 buses)
- Bus 144, 148, 149 Orion (3 buses)

**Vinyl installations only**

- a. Super Vinyl King
  - b. Full Back
  - c. Super Tail
  - d. Partial Mural
  - e. Full Wrap
- a) Alternate exterior bus advertisement designs must be presented to Guelph Transit for approval prior to installation.
- b) All wraps must be placed in such a way that they do not obstruct the front windshield, the front door, the driver's window and the first passenger windows behind the front door.
- c) In addition, the City retains the right to place transit information on the exterior of all vehicles.

It is the responsibility of the Successful Proponent to remove all vinyl and glue residue at the end of every campaign.

**Part "B": Bench advertising: bench supply, maintenance, garbage collection and advertising sales at Guelph Transit bus stops**

Requirements of this Request for Proposal that are special or unique to Part "B" are presented here.

The term of the agreement relating to Part "B" will commence December 1, 2014 and expire on December 31, 2018.

In this Part, "Transit Bench Amenity" means a transit bench (in a style and design approved in advance by the City), comprising a concrete mounting pad, the bench itself and waste receptacles compliant with the City's three-stream waste collection program. If the Transit Bench Amenity includes advertising, then it also contains advertising faces and is called an "Advertising Transit Bench Amenity". If the Transit Bench Amenity does not include advertising, then it is called a "Non-advertising Transit Bench Amenity".

The Successful Proponent shall:

- (a) supply and install approved Transit Bench Amenities;
- (b) own the Transit Bench Amenities;
- (c) sell and install advertising on the Transit Bench Amenities
- (d) maintain the Transit Bench Amenities and the advertising thereon; and
- (e) eventually remove the Transit Bench Amenities and the advertising thereon.

The Successful Proponent is expected to make every effort to sell the maximum amount of advertising display space available, to provide for installation services of the benches and concrete pads and maintain the ongoing advertising media.

Transit Bench Amenity options, including schematics, photographic representations or renderings, feature sheets, etcetera are to be provided with the Form of Proposal. The final bench design selection will be made by the General Manager of Transit.

i. **Requirements**

The Successful Proponent will install on untraveled portions of public highways within the jurisdiction of the City of Guelph.

- (a) A minimum of 110 advertising amenities at predetermined locations and any additional locations approved by the General Manager of Transit, and
- (b) The Successful Proponent will complete all installations before December 31, 2014.
- (c) Guelph Transit will be responsible to provide site requests for all non-advertising amenities.

iii. **Additional Amenities**

Prior to the end of Year 1 (December 31, 2015) the Successful Proponent shall, at its cost, install five (5) new Advertising Transit Bench Amenities and two (2) new Non-advertising Transit Bench Amenities at locations to be determined by the City.

In each of the three subsequent years (January 1 to December 31 of 2016, 2017 and 2018 respectively), the Successful Proponent shall, at its cost, install five (5) new Advertising Transit Bench Amenities and two (2) new Non-advertising Transit Bench Amenities at locations determined by the City.

In addition to the Transit Bench Amenities provided as above, further Transit Bench Amenities may be added at the Successful Proponent's cost during the term of the agreement, provided that the City and the Successful Proponent reach a mutual agreement in advance.

iv. **Installation**

In the selection of each location, consideration shall be given to the convenience of the public. The placement of the Amenities shall be such as not to obscure signs or transit stops or to interfere with the visibility or effectiveness of advertising on transit shelters. The placement of Amenities shall not be permitted in cemeteries, parkland, the Central Business District, or the University of Guelph. The placement of all Amenities must be approved by the City.

The Successful Proponent may provide Amenities at sites where Advertising Transit Shelter Amenities exist, provided that the provisions herein are adhered to by the Successful Proponent and that the City has approved such sites under the same approval criteria as all other sites.

The City will approve or decline any site requested by the Successful Proponent within thirty (30) days after receiving such request.

The City will not allow the placement of any other advertising products within the jurisdiction of the City's Transit Manager, but generally understood to be transit stops, that interfere with the visibility or effectiveness of the Successful Proponent's products. Transit Shelters are permitted to use the same location sites as the Transit Bench Amenities. However placement of the Transit Bench Amenities shall be such as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on the Transit Shelter Amenities. The Successful Proponent will ensure that every advertising amenity is accessible and where a concrete mounting pad does not exist. The Successful Proponent agrees to install, at the Successful Proponent's sole expense, a concrete mounting pad, measuring 2.1 metres by 9.0 metres, for every amenity installed pursuant to this agreement and, if required by the site location, install a walkway, no less than 1.5 metres wide, connecting the concrete mounting pad to the sidewalk and curb. If the distance (width) between the curb and sidewalk is less than 3 metres, the Successful Proponent will install a pad covering the entire area (width) between the curb and sidewalk with at a minimum length of 9 metres.

The Successful Proponent shall ensure that the installation of and all maintenance and repair of the Amenities is carried out in a proper and workmanlike manner and so as not to create hazards to utilities or the City and shall ensure the safety of pedestrians and the safe movement of vehicles.

The Successful Proponent agrees during the construction or installation or maintenance of the amenities or advertisement, to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each amenity, or as required by the General Manager of Transit.

The Successful Proponent shall be solely responsible for obtaining all required permits, easements, authorizations and the like before any amenity is installed and for any other work undertaken by the Successful Proponent pursuant to this Agreement.

The Successful Proponent must adhere to all traffic control plan procedures detailed in Appendix C.

The Successful Proponent shall be responsible for repairing damage done to any Transit Shelter Amenity, or the surrounding area, including, but not limited to, traffic signs and landscaping, during the installation or removal of advertising or Transit Bench Amenity.

The Successful Proponent acknowledges and agrees that the City shall have the right to order the removal or relocation of any amenity installed within the jurisdiction of the City. The Successful Proponent agrees to remove or relocate any such Amenity within 48 hours of the City giving notice to the Successful Proponent. The Successful Proponent shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the General Manager of Transit. Such removal, relocation and restoration shall be at no expense to the City and all such costs associated therewith shall be borne and paid by the Successful Proponent. Where the Successful Proponent fails to remove or relocate such amenity within 48 hours or

where the Successful Proponent fails to restore the site as required, the City may arrange for such removal, relocation and restoration and the Successful Proponent shall be solely responsible for paying to the City all costs incurred by the City for such work.

v. **Maintenance**

The Successful Proponent shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows:

The “area” shall be defined as to include the amenity and the concrete base.

- (a) To keep the grass trimmed.
- (b) To keep the area free of debris.
- (c) To empty, remove and dispose of waste from the waste receptacles
- (d) To keep the area clear of snow and ice.
- (e) To keep the amenities free of graffiti.
- (f) To replace amenities at the request of the City at the entire expense of the Successful Proponent.
- (g) Inspect amenities during regular maintenance and make arrangements for timely repair.

The Successful Proponent shall provide the above mentioned normal maintenance of the Amenities on a frequency of not less than every seven days during the Term of the Agreement.

In addition to the Successful Proponent being solely responsible for emptying, removing and disposing of waste from and cleaning waste receptacles in the modules during times of normal maintenance, the Successful Proponent shall remove and dispose of all waste and clean waste receptacles more frequently upon request by the General Manager of Transit when deemed necessary by the General Manager of Transit in his or her sole discretion. Garbage collection and disposal must comply with the City’s three stream collection program.

The Successful Proponent agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of the City from injury or loss.

The City may provide written notice to the Successful Proponent when any Amenity requires regular maintenance or repair and the Successful Proponent, as soon as is reasonably possible, and no later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at the Successful Proponent’s sole expense.

The City may provide written notice to the Successful Proponent when any amenities require emergency maintenance or repair if its condition is such that, in the General Manager of Transit’s sole opinion, the condition renders a serious danger to the public. In such an event, the Successful Proponent as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity at the Successful Proponent’s sole expense and to the satisfaction of the General Manager of Transit. In an emergency situation where a 24 hour wait is in the General Manager of Transit’s sole opinion considered unacceptable, the City may arrange for work to be done to eliminate

public danger and the Successful Proponent shall be solely responsible for paying all costs incurred by the City for such work.

vi. **Ownership**

It is agreed that Transit Bench Amenities provided under the agreement shall be and remain the property of the Successful Proponent and on the termination of the agreement shall be removed by the Successful Proponent or otherwise disposed of, unless otherwise agreed to by the parties in writing, and the Successful Proponent shall restore the sites to the condition they were in immediately prior to the installation of the Transit Bench Amenities, all at the Successful Proponent's sole expense.

Where the Successful Proponent fails to remove any Transit Bench Amenity or to restore any site as required by the agreement at the termination of the agreement, or as otherwise required under the agreement, the City may, in its sole discretion, take ownership and possession of all or any of the Transit Bench Amenities and/or may arrange for the removal of any or all of the Transit Bench Amenities and the related site restoration and the Successful Proponent shall be solely responsible for paying to the City all costs incurred by the City for such work.

**Part "C": Transit Shelter Advertising**

Requirements of this Request for Proposal that are special or unique to Part "C" are presented here. Request for proposals are being requested under two sets of financial and operating parameters, Part C-1 and Part C-2. The Proponent may submit proposals for either or both options. Each option is detailed after the general specifications section.

a. **General Specifications**

The term of the agreement relating to Part "C" will commence November 1, 2014 and expire on December 31, 2015.

In this Part:

"Transit Shelter Advertising Amenities" means Transit Shelter with advertising panels.

"Transit Shelter Non-advertising Amenities" means Transit Shelter with without advertising panels.

The Transit Shelter Amenities are listed in Appendix B, and represent a total of eighty-six (86) advertising faces. Existing display space may fluctuate during the contract term.

b. **Location**

It is acknowledged by the parties that, in the selection of each location, consideration will be given to the convenience of the public. It is further acknowledged that the placement of the Transit Shelter Amenities shall be in such a manner so as not to obscure signs or transit stops or interfere with the visibility or effectiveness of advertising on transit benches. It is also acknowledged that placement of Transit Shelter Amenities will not be permitted in: cemeteries, parkland, or the University of Guelph. The location of each new Transit Shelter Amenity shall be determined or approved by the General Manager of Transit.

The General Manager of Transit will not allow the placement of any other advertising products at transit stops that interfere with the visibility or effectiveness of the Successful Proponent's installations. Transit benches are permitted to use the same location site as the Advertising Transit Shelter Amenity; however placement of the bench amenities shall be in such a manner so as not to obscure signs or transit stops or interfere with the visibility or effectiveness of advertising on the Transit Shelter Amenities.

The City will make reasonable efforts to locate City-owned waste receptacles or fixtures so as to not unduly impair the view of the advertising areas in the Transit Shelters. However, the decision of the City with respect to the location of such City-owned items is final and the City shall not be liable in damages or otherwise by reason thereof.

c. **Transit Message Frame**

The Successful Proponent will supply a transit message frame for each installed shelter, feature a locking display panel, for Guelph Transit or City of Guelph communication purposes, measuring 34 ½ in. by 42 in. at a location to be determined by the General Manager of Transit. Installation of the frame, communication material and ongoing maintenance will be the sole responsibility of the City.

d. **Advertisement Installation**

The Successful Proponent shall ensure that the installation of the Transit Shelter advertisements is carried out in a proper and workmanlike manner, so as not to create hazards to utilities or the City and to ensure the safety of pedestrians and the safe movement of vehicles.

The Successful Proponent agrees during that during the installation of the Transit Shelter advertising each location will be kept in a clean and orderly condition and the Successful Proponent will remove all waste and unusable material from each location upon completion of the installation of each Transit Shelter advertisement.

The Successful Proponent must adhere to all traffic control plan procedures detailed in Appendix C.

The Successful Proponent acknowledges and agrees that the City shall have the right to remove or relocate any Transit Shelter Amenity installed within the jurisdiction of the City. The City will provide the Successful Proponent with five (5) business days' notice of any removal or relocation.

The Successful Proponent shall be responsible for repairing damage done to any Transit Shelter Amenity, or surrounding area, including, but not limited to traffic signs and landscaping, during the installation or removal of advertising.

e. **Ownership**

The Transit Shelter Amenities are the property of the City and will remain so during the term of the agreement. The City shall pay all accounts for electricity consumed in respect of the Transit Shelter Amenities and shall pay any and all accounts for electrical repairs and maintenance.

The City of Guelph shall pay all accounts for hydro consumed in respect of the Transit Shelter Amenities and shall pay any and all accounts for hydro repairs and hydro maintenance.

**Part C-1: Shelter Advertising: Guelph Transit shelter advertising sales only**

The Successful Proponent shall:

- (a) sell and install advertising on Transit Shelter Amenities;
- (b) install "No Smoking" signs in the Transit Shelter Amenities;
- (c) maintain the advertising and "No Smoking" signs in the Transit Shelter Amenities;
- (d) eventually remove the advertising from the Transit Shelter Amenities.

The Successful Proponent will also be authorized to place advertising in any new Advertising Transit Shelter Amenities installed during the term of the agreement. The Successful Proponent shall compensate the City for each additional advertising face installed as per the bid proposed in the Tender.

**Part C-2: Shelter Advertising: Guelph Transit shelter advertising sales and supply**

The Successful Proponent shall:

- (a) supply and install approved Transit Shelter Amenities;
- (b) sell and install advertising on Transit Shelter Amenities;
- (c) install "No Smoking" signs in the Transit Shelter Amenities;
- (d) maintain the advertising and "No Smoking" signs in the Transit Shelter Amenities;
- (e) eventually remove the advertising from the Transit Shelter Amenities.

The Successful Proponent will also be authorized to place advertising in any new Advertising Transit Shelter Amenities installed during the term of the agreement. The Successful Proponent shall compensate the City for each additional advertising face installed as per the bid proposed in the Tender.

a. **Additional Amenities**

Prior to the end of Year 1 ( December 31, 2015) the Successful Proponent shall, at its cost, install five (5) new Advertising Transit Shelter Amenities at locations to be determined by the City.

In each of the three subsequent years (January 1<sup>st</sup> to December 31 of 2016, 2017 and 2018 respectively), the Successful Proponent shall, at its cost, install five (5) new Advertising Transit Shelter Amenities at locations determined by the City.

In addition to the Transit Shelter Amenities provided as above, further Transit Shelter Amenities may be added at the Successful Proponent's cost during the term of the agreement, provided that the City and the Successful Proponent reach a mutual agreement in advance.

b. **Transit Shelter Specifications**

The Transit Shelter Amenities shall be compliant with the City's Facility Accessibility Design Manual (F.A.D.M.), as updated from time to time, and shall:

- have clearances around at least two sides of the shelter, including the concrete pad side, of at least 1220 mm (48 in.);
- provide a clear view of oncoming traffic;
- incorporate sufficient clear floor space to accommodate a person using a wheelchair or scooter;

- feature at least one seat with armrests and a seat height between 400 mm and 450 mm (15 ¾ in. and 17 ¾ in.);
- be equipped with a waste receptacle;
- feature a locking display panel, for Guelph Transit or City of Guelph communication purposes, measuring 34 ½ in. by 42 in. at a location to be determined by the General Manager of Transit; and
- be equipped with “No Smoking” signs to be installed at the sole expense of the Successful Proponent;

Transit Shelter Amenity options, including schematics, photographic representations or renderings, feature sheets, etcetera are to be provided with the Form of Proposal. The final shelter design selection will be made by the General Manager of Transit.

c. **Installation**

In the selection of each location, consideration shall be given to the convenience of the public. The placement of the Amenities shall be such as not to obscure signs or transit stops or to interfere with the visibility or effectiveness of advertising on transit shelters. The placement of Amenities shall not be permitted in cemeteries, parkland, the Central Business District, or the University of Guelph. The placement of all Amenities must be approved by the City.

The Successful Proponent may provide Amenities at sites where Advertising Transit Shelter Amenities exist, provided that the provisions herein are adhered to by the Successful Proponent and that the City has approved such sites under the same approval criteria as all other sites.

The City will approve or decline any site requested by the Successful Proponent within thirty (30) days after receiving such request.

The City will not allow the placement of any other advertising products within the jurisdiction of the City’s Transit Manager, but generally understood to be transit stops, that interfere with the visibility or effectiveness of the Successful Proponent’s products. Transit Shelters are permitted to use the same location sites as the Transit Shelter Amenities. However placement of the Transit Shelter Amenities shall be such as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on the Transit Shelter Amenities. The Successful Proponent will ensure that every advertising amenity is accessible and where a concrete mounting pad does not exist. The Successful Proponent agrees to install, at the Successful Proponent’s sole expense, a concrete mounting pad, measuring 2.1 metres by 9.0 metres, for every amenity installed pursuant to this agreement and, if required by the site location, install a walkway, no less than 1.5 metres wide, connecting the concrete mounting pad to the sidewalk and curb. If the distance (width) between the curb and sidewalk is less than 3 metres, the Successful Proponent will install a pad covering the entire area (width) between the curb and sidewalk with at a minimum length of 9 metres.

The Successful Proponent shall ensure that the installation of and all maintenance and repair of the Amenities is carried out in a proper and workmanlike manner and so as not to create hazards to utilities or the City and shall ensure the safety of pedestrians and the safe movement of vehicles.

The Successful Proponent agrees during the construction or installation or maintenance of the amenities or advertisement, to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each amenity, or as required by the General Manager of Transit.

The Successful Proponent shall be solely responsible for obtaining all required permits, easements, authorizations and the like before any amenity is installed and for any other work undertaken by the Successful Proponent pursuant to this Agreement.

The Successful Proponent must adhere to all traffic control plan procedures detailed in Appendix C.

The Successful Proponent shall be responsible for repairing damage done to any Transit Bench Amenity or the surrounding area, including, but not limited to, traffic signs and landscaping, during the installation of the Transit Advertising Amenity.

d. **Ownership**

It is agreed that the ownership of the Transit Shelter Amenities provided under the agreement shall be and remain the property of the City upon installation of the amenity. Ongoing maintenance, including any and all relocations, will be the sole responsibility of the City.

**Submission Label: Schedule 1**

Please complete the additional information (Vendor Name, Contact name, and Phone number) and then attach this label on the outside of YOUR bid submission envelope(s) to clearly identify the submission and the vendor information.

**CONTRACT NUMBER:**

**14-051**

**RFP NAME:**

**REQUEST FOR PROPOSAL  
FOR RIGHTS TO THE SALE OF ADVERTISING INCLUDING PART "A"  
BUS ADVERTISING, PART "B" BENCH ADVERTISING AND PART "C"  
TRANSIT SHELTER ADVERTISING FOR THE CITY OF GUELPH**

**CLOSES:**

**Tuesday June 10th, 2014 BEFORE 2:30:00 P.M.**

**VENDOR NAME:** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**\*MUST BE DELIVERED TO 1 CARDEN STREET SERVICEGUELPH**

## **APPENDIX A**

The City has adopted advertising guidelines setting forth standards of acceptability for advertising. These guidelines establish criteria by which advertising displayed in our City can be judged suitable for display. All advertisements must adhere to these guidelines, or to any new policies, guidelines or by-laws. The City reserves the right to change these requirements relating to Advertising Content from time to time, to notify the Successful Proponent of each such change and to allow the Successful Proponent a reasonable time to accommodate each such change. All advertising undertaken must also comply with all applicable Municipal, Provincial and Federal laws and regulations governing advertising.

The existing amenities listed in Appendix B, and updated from time to time, are the property of the City of Guelph and will remain so during the contract. All terms and conditions set out within this tender will apply to these shelters.

### **1. Prior approval**

1. The Successful Proponent shall provide all proposed advertising to the City prior to its display.
2. The City may decide whether proposed advertising does not comply with the provisions of this agreement, is likely to cause a hazardous or dangerous situation or is otherwise objectionable.
3. The City may, in its sole discretion, refuse its approval of proposed advertising for any reason, including that it does not comply with the provisions of this agreement, is likely to cause a hazardous or dangerous situation or is otherwise objectionable.
4. If the City refuses its prior approval of proposed advertising, the Successful Proponent shall not display it, and the City shall not be liable in any way (including for losses, damages or costs) for any consequences of its refusal.
5. If the Successful Proponent displays advertising despite the City's refusal of prior approval, the City may remove it from display at the sole cost of the Successful Proponent and the City shall not be liable in any way (including for losses, damages, or costs) for any consequences of its removal.

### **2. Reconsideration**

- (1) Notwithstanding that the City has not refused approval of advertising prior to display of the advertising, the City may subsequently, after display of the advertising has begun, require immediate (within 24 hours) removal of the advertising for any reason, including that it does not comply with the provisions of this agreement, is causing or is likely to cause a hazardous or dangerous situation or is otherwise objectionable.
- (2) If the Successful Proponent fails to remove the advertising from display immediately (within 24 hours) after receiving the City's requirement to do so, the City itself may remove the advertising from display.

- (3) The removal of advertising from display on the ground of reconsideration by the City, shall be at the sole cost of the Successful Proponent and the City shall not be liable in any way (including for losses, damages or costs) for any consequences of its requirement for the Successful Proponent to remove the advertising from display or of its own removal of the advertising from display.

### 3. Complaints

- (1) If the City receives any complaint about advertising during its display period, it shall notify the Successful Proponent of the existence and nature of the complaint.
- (2) Upon receipt of such notice of complaint, the Successful Proponent shall immediately discuss the complaint with the advertiser and may remove the advertising from display.
- (3) If the Successful Proponent has not removed the advertising from display within seven days after receipt of the notice of complaint, and if the City decides that the advertising does not comply with the provisions of this agreement, is causing or is likely to cause a hazardous or dangerous situation or is otherwise objectionable, the City may:
  - a. Give notice to the Successful Proponent requiring the Successful Proponent to remove the advertising from display immediately (within 24 hours); and
  - b. If the Successful Proponent fails to remove the advertising from display immediately (within 24 hours), remove the advertising from display itself.
- (4) The removal of advertising from display on the ground of complaint, shall be at the sole cost of the Successful Proponent and the City shall not be liable in any way (including for losses, damages or costs) for any consequences of its requirement for the Successful Proponent to remove the advertising from display or of its own removal of the advertising from display.

### 4. Disclaimer

- (1) The City may, at any time, require that the Successful Proponent include, with advertising specified by the City, a statement, in form and content as determined by the City, indicating, for example, that the advertising is paid for by an outside party, does not represent the views of the City and that the City wishes to comply with applicable law, such as the freedom of expression provisions of the *Canadian Charter of Rights and Freedoms*.

### 5. Particulars of content

- (1) The Successful Proponent shall ensure that advertising displayed pursuant to this agreement, including its material, language, representation and image:
  - a. Is aesthetically pleasing;
  - b. Fits into, and does not clash with, the environments in which it is placed;
  - c. Complies with the City's policies, including its advertising policies, all as amended or replaced from time to time;
  - d. Complies with applicable codes and guidelines (including the Canadian Code of Advertising Standards) promulgated by Advertising Standards Canada and as amended or replaced from time to time; and
  - e. Complies with all applicable law.
- (2) The Successful Proponent shall ensure that advertising displayed pursuant to this agreement, including its material, language, representation and image, does not:

- a. Contain or promote discrimination on any prohibited ground of discrimination as set out in the *Human Rights Code*;
- b. Contain inaccurate or deceptive claims or statements;
- c. Present products prohibited from sale to minors in such a way as to appeal particularly to minors;
- d. Present demeaning or derogatory portrayals of individuals or groups;
- e. Portray or exploit violence, sexuality or graphic or horrific images;
- f. Promote or mention in any way alcoholic beverages or corporate or product names related to alcoholic beverages, except in sponsorship of appropriate events and where the message is one of sponsorship support and not product consumption;
- g. Promote or mention in any way tobacco products or corporate or product names related to tobacco products;
- h. Interfere with the operation of equipment; or
- i. Interfere with the provision of City programs or services.

## **APPENDIX B: GUELPH TRANSIT SHELTER AMENITY INVENTORY**

### Non-Advertising Shelters

<b>Location</b>	<b>Advertising Faces</b>
Delhi St. opposite Philip Ave. (Non-Ad)	0
Hadati Rd. North of Yeats Court ES (Non-Ad)	0
364 Waterloo Ave	0

### Advertising Shelters, 86 advertising faces

<b>Location</b>	<b>Advertising Faces</b>
Gordon St. 50 m N/O Kortright Rd. ES	2
Wyndham St. N/O Douglas St. ES (Wyndham Street North at Douglas Street (Scotia Bank), n/e corner)	2
Woolwich St. at Mac Ave. WS	2
Westmount Rd. 20 ft. S/O Division St. WS	2
Woodlawn Rd. 100 m E/O Woolwich St. NS	2
Woodlawn Rd. 50 m W/O Victoria Rd. NS	2
Woodlawn Rd. 0.5 km E/O Woolwich St. NS (Riverside Glen)	2
Victoria St. 130 ft. N/O Brant Ave. ES	2
Watson Rd. 0.3 km S/O Airpark Pl. WS (Transit Services)	2
Metcalfe St. 190 ft. S/O Eramosa Rd. WS	2
Scottsdale Drive 145 ft. S/O College Ave. E S	2
College Ave. 65 ft. N/O Conroy Cr. ES	2
Westwood Rd. 480 ft. S/O Willow Rd. WS	PENDING
Gordon St. 140 ft. N/O Hands Drive ES	2
Gordon St. 115 ft. N/O Hart Lane ES	2
Kortright Rd. 0.3 km E/O Ironwood Rd. SS	2
York Rd. 345 ft. E/O Cityview Drive NS - Watson Road opposite Royal Jacees Park	2
Waterloo Ave. 90 ft. W/O Glasgow St. SS	2
Woodlawn Rd. 135 ft. E/O Regal Rd. SS	2
Woodlawn Rd. At BMO - north side	2
Woodlawn Rd. At Woolwich - s/w corner	2
Janefield 10 m n/o Poppy	2
Janefield 10 m n/o Poppy - 2nd shelter	2
Willow Rd. 140 ft. E/O Bagot St. SS	2
Delhi St. 260 ft. N/O Spring St. ES (Guelph General Hospital)	2
Stone Rd. 0.3 km E/O Scottsdale Drive NS - Stone Road at Stone Road Mall	2
Scottsdale Drive 25 m S/O Stone Rd. ES	2
Watson Rd. south of Grange, SE	2
Dawson Rd. At Medical Clinic - east side	2
Delhi at Homewood Health Centre - west side	2

Edinburgh, n/w of Stone Road (beside Stone Rd. Mall parking lot)	2
The Elliot Nursing Home - Metcalfe	2
Willow Rd. 105 ft. W/O Marksam Rd. NS	2
Starwood Dr. S/O Lee St., ES	2
Willow Rd. 45 ft. W/O Rhonda Rd. NS	2
Willow Rd. 135 ft. E/O Silvercreek Parkway N S	2
Willow Rd. 60 m W/O Guelph St. NS	2
Wyndham St. 20 m N/O Quebec St. WS	PENDING
Wyndham St. 40 m N/O Quebec St. WS	PENDING
Wyndham St. 20 m S/O Quebec St. ES (Wyndham Street North at Quebec Street (Pharmasave) s/e corner, 2 faces)	2
Wyndham St. S/O Quebec St. WS (Wyndham Street North at Quebec Street (IF Shoes) s/w corner)	2
Quebec Street at Wyndham Street North (Bank of Montreal), nw corner	4
Willow Rd. EO Silvercreek Pkwy. SS	2
Wyndham St. N. at Fountain St.	2

\*PENDING - Shelters with advertising faces listed as 'pending' are to be relocated to alternate locations within the city. They will be added to the total advertising faces inventory once they are relocated to their permanent location.

## **Appendix C: Traffic Control Plan Procedures**

1. Temporary traffic control plans shall be submitted to City of Guelph Traffic Staff for review two weeks prior to work commencing.
2. Temporary traffic control plans and equipment shall be in conformance with Ontario Traffic Manual Book 7 Temporary Conditions (OTM Book 7).
3. Traffic control plans shall include location, dates, and times of work, reference to "typical layouts" from OTM Book 7, and site-specific variance from typical layout if necessary.
4. Temporary traffic control setup at work site must match the plan submitted; this may require the Successful Proponent to visit a site prior to work starting to determine what changes from the typical layout are necessary and to show these changes on the submitted traffic control plan.
5. Unacceptable equipment will not be tolerated (see OTM Book 7 for more details on what is acceptable).

# INFORMATION REPORT



TO City Council

SERVICE AREA Guelph Transit

DATE December 5, 2014

**SUBJECT Guelph Transit New Year's Eve Sponsorship**

REPORT NUMBER PS-14-04

## EXECUTIVE SUMMARY

### SUMMARY OF REPORT

Guelph Transit has provided extended service on New Year's Eve each year since 2007. Although this service was first made available through provincial gas tax funding, the continued funding of this service has been the responsibility of the municipality.

Guelph Transit staff identified an opportunity to both fund the extended service through private sector investment, and to enhance the service available to the passengers. Guelph Transit has successfully negotiated a sponsorship agreement with the Downtown Guelph Business Association for the 2014 New Year's Eve service, whereby extended service will be provided and service will be free after 7 p.m.

### KEY FINDINGS

- Extended transit service on New Year's Eve has been offered each year since 2007.
- Guelph Transit staff created a sponsorship program as a revenue generation initiative.
- The New Year's Eve sponsorship program will provide free transit to all passengers after 7 p.m., and will fully off-set the cost of the service.
- The Downtown Guelph Business Association will sponsor the 2014 New Year's Eve service, and has independently solicited financial support from a variety of downtown business.
- StreetSeen Media and Pattison Outdoor will be sponsoring the printing and installation costs associated with the transit advertising.

### FINANCIAL IMPLICATIONS

The \$6,000 sponsorship will off-set the operational costs associated with operating the extended service, and will allow transit to offer free service after 7 p.m.

# INFORMATION REPORT

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## **BACKGROUND**

Since 2007, Guelph Transit has provided extended service on New Year's Eve, with the last bus leaving the station at 2:15 a.m., two hours past the end of regular service. Although this service was first made available through provincial gas tax funding, the continued funding of this service has been the responsibility of the municipality.

## **REPORT**

Guelph Transit provides extended service on New Year's Eve, with the last bus leaving Guelph Central Station at 2:15 a.m., two hours past the end of regular service. This extended service provides New Year's Eve revelers with the opportunity to choose a safe way home after celebrating with family and friends.

Guelph Transit staff have been working to identify opportunities and programs to enhance our service to the community. The sponsorship program has been developed and will support New Year's Eve service.

The New Year's Eve sponsorship program was designed to benefit the community by providing free transit service after 7 p.m., and to off-set the costs associated with extending transit service by two hours. The sponsor, in return for their investment, would benefit from transit advertising, exposure on Guelph Transit's website and social media sites, and inclusion in any related media releases announcing or promoting the program.

Staff have been working diligently to secure a program sponsor. We are pleased to notify Council that the Downtown Guelph Business Association (DGBA) will sponsor the 2014 New Year's Eve service. The DGBA has independently solicited financial support from a variety of downtown business. Their investment will fully fund the operational cost of the service, and assist with the promotion of the program. When approached, the DGBA immediately recognized the benefit to participating in such a program, both to the community at large and to their member businesses. This agreement is a great fit for both Guelph Transit and the DGBA as a number of destination restaurants and bars are located within the downtown area, and can be easily accessed by transit services.

By providing free transit after 7 p.m., we are actively encouraging those who are going out to celebrate the New Year to take transit to and from their destination, rather than driving to their celebration and then having to make a decision as to whether or not they should drive home afterwards.

In addition to the service sponsorship, Guelph Transit staff was also able to obtain free printing and installation of transit bus and shelter advertisements from the two new advertising contractors, Pattison Outdoor and StreetSeen Media.

Guelph Transit will report on the success of the program in mid-February 2015.

# INFORMATION REPORT



## CORPORATE STRATEGIC PLAN

- 2.1 Build and adaptive environment for government innovation to ensure fiscal and service sustainability.
- 2.2 Deliver public services better.
- 3.2 Be economically viable, resilient, diverse and attractive for business.

## DEPARTMENTAL CONSULTATION

Legal Services  
Corporate Communications

## COMMUNICATIONS

A comprehensive marketing campaign will support this program, and will include a media release, transit bus and shelter advertisements, website and social media exposure and posters at Guelph Central Station and at a variety of downtown businesses.

## ATTACHMENTS

ATT-1 Sponsorship agreement

Heather Mathewson Jelsma, Coordinator, Sales & Market Development  
**Report Author**

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**Approved By**

Phil Meagher  
General Manager, Guelph Transit  
519-822-1260 extension 3321  
[phil.meagher@guelph.ca](mailto:phil.meagher@guelph.ca)

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**Recommended By**

Derrick Thomson  
Deputy CAO, Public Services  
519-822-1260 extension 2665  
[derrick.thomson@guelph.ca](mailto:derrick.thomson@guelph.ca)

New Year's Eve, 2014 Transit Services

Sponsorship Agreement between:

**THE CORPORATION OF THE CITY OF GUELPH**

(the "**City**")

Of the first part

and

**DOWNTOWN GUELPH BUSINESS ASSOCIATION**

(the "**Sponsor**")

Of the second part

WHEREAS the City owns and operates a bus transit system ("**Guelph Transit**"), Guelph Transit website and Guelph Transit electronic social media sites;

AND WHEREAS the Sponsor promotes Downtown Guelph on behalf of its members (the "**Members**");

AND WHEREAS the City wishes to obtain sponsorship funding;

AND WHEREAS the Sponsor for itself, and on behalf of its Members, can provide such sponsorship funding;

AND WHEREAS the City can provide services to the Sponsor and its Members, equal in value to the sponsorship funding provided by the Sponsor to the City;

AND WHEREAS the provision of services by the City to the Sponsor pursuant to this Agreement does not constitute direct or indirect assistance through the granting of bonuses;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto hereby agree as follows:

1. The parties hereto shall cooperate in the reasonable pursuance of this Agreement for their mutual benefit.
2. This Agreement shall be in force for and apply to the period from December 1, 2014 to January 1, 2015 (the "**Exchange Period**"). However, either party may terminate this Agreement upon at least seven days' written notice to the other party, whereupon the parties shall adjust the values of the sponsorship funding and the services provided up to the date of termination.

3. During the Exchange Period the Sponsor shall provide the following to the City at no expense to the City:
  - (a) The Sponsor shall pay to the City the amount of \$6,000.00.
4. During the Exchange Period the City shall provide the following to the Sponsor at no expense to the Sponsor:
  - (a) A media release and media event announcing the sponsorship of Guelph Transit service on New Year's Eve, 2014 by the City, the Sponsor and such Members as the City, in its sole discretion, chooses to recognize (the "**Minor Members**");
  - (b) After 7:00 p.m. on New Year's Eve, and until the extended end of service that night (with the last bus leaving Guelph Central Station at 2:15 a.m.), the City shall provide free rides for all passengers on Guelph Transit;
  - (c) Throughout the Exchange Period, the City shall promote the special New Year's Eve transit service, together with recognizing the joint sponsorship by the City, the Sponsor and the Minor Members, by means of:
    - i. Four transit shelter advertisements placed on various transit shelters throughout the Guelph Transit system;
    - ii. A large advertisement on the exteriors of two Guelph Transit buses;
    - iii. An advertisement in the interior of each Guelph Transit conventional bus; and
    - iv. E-exposure on the Guelph Transit website ([guelphtransit.ca](http://guelphtransit.ca)), Facebook page ([facebook.com/guelphtransit](https://facebook.com/guelphtransit)) and Twitter account ([twitter.com/guelphtransit](https://twitter.com/guelphtransit)).
5. The City shall provide professional creative design for all the aforementioned advertising.
6. All the aforementioned advertising will identify the Sponsor, the Minor Sponsors and the City as sponsoring the special Guelph Transit New Year's Eve service, and will include the logos of the City, the Sponsor and the Minor Sponsors.
7. The City shall provide the Sponsor with the right of first refusal to sponsor Guelph Transit New Year's Eve service for 2015. To exercise this right, the Sponsor shall notify the City by March 31, 2015 that it wishes to sponsor the 2015 New Year's Eve transit service.
8. Each party (the "Indemnitor") shall indemnify and save harmless the other party, its officers, directors, employees, contractors and agents (collectively the "Indemnitees") from and against all actions, causes of action, claims, demands, costs, damages, expenses or losses which the Indemnitees or any of them may bear, suffer, incur, become liable for or be put to by reason of any loss, damage to property, injury or death by reason of non-performance by the Indemnitor of any provision of this Agreement or arising in connection with this Agreement or arising out of any act, omission, neglect or default by the Indemnitor or any of its officers, directors, employees, contractors or agents, related in any way to this Agreement, including any matters related to inventions, copyrights, trademarks, patents or similar or related rights.
9. The respective contacts regarding this Agreement shall be:
  - (a) For the City:

Heather Mathewson Jelsma  
Guelph Transit  
519-822-1260 extension 2794  
[heather.mathewsonjelsma@guelph.ca](mailto:heather.mathewsonjelsma@guelph.ca)

(b) For the Sponsor:

Marty Williams

Executive Director

Downtown Guelph Business Association (DGBA)

518-836-6144

[marty@downtownguelph.com](mailto:marty@downtownguelph.com)

10. This Agreement shall bind and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Date: Dec 1 / 2014

**THE CORPORATION OF THE CITY OF GUELPH**

  
Derrick Thomson  
Deputy COA, Public Services

I am/we are authorized to bind the corporation.

Date: Nov 28 / 2014

**DOWNTOWN GUELPH BUSINESS ASSOCIATION**

  
Marty Williams  
Executive Director

I am/we are authorized to bind the corporation.

# INFORMATION REPORT



TO City Council

SERVICE AREA Finance and Enterprise Services

DATE December 15, 2014

**SUBJECT Indexing of Development Charges**

REPORT NUMBER FIN-14-47

## EXECUTIVE SUMMARY

### SUMMARY OF REPORT

To advise of the development charge rate increase.

### KEY FINDINGS

Development charge rates will increase by 1.5% effective March 2, 2015.

### FINANCIAL IMPLICATIONS

The development charges are adjusted annually to keep the current year rate in-line with the rate of inflation in accordance with the Statistics Canada Quarterly, *Non-residential Building Construction Price Index*.

## BACKGROUND

The City's Development Charge By-law Number (2014) – 19692, which came into effect on March 2, 2014, provides for the annual indexing of development charges. The charges shall be adjusted annually, without amendment to the By-law, commencing on the first anniversary date of the By-law coming into effect and each anniversary date thereafter, in accordance with the prescribed index. The Regulation to the *Development Charges Act* prescribes the Statistics Canada Quarterly, *Non-residential Building Construction Price Index* as the index for this purpose. The use of this index and process is identical to what has been previously used.

## REPORT

The non-residential building construction price index for our part of Ontario has increased by 1.5% from the third quarter of 2013 to the third quarter of 2014. The development charge rates will, therefore, be adjusted upward by this percentage effective March 2, 2015. The new development charge rates effective from March 2, 2015, to March 1, 2016, are outlined in the attachment to this report. Education development charges are not indexed.

# INFORMATION REPORT



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## **CORPORATE STRATEGIC PLAN**

2.3 Ensure accountability, transparency and engagement.

## **DEPARTMENTAL CONSULTATION**

Departments (such as Planning & Building Services and Economic Development & Tourism) affected by the change in development charge rates are being advised of the increase.

## **COMMUNICATIONS**

The new development charge rates effective March 2, 2015, are being faxed to Guelph homebuilders and developers.

## **ATTACHMENTS**

Development Charge Rates Effective March 2, 2015, to March 1, 2016

### **Prepared By:**

**Christel Gregson**

Sr. Corporate Analyst, Financial Planning  
Corporate Services, Finance

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### **Recommended By**

Katrina Power  
GM Finance  
Corporate Services, Finance  
519-822-1260 ext. 2289  
katrina.power@guelph.ca

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### **Approved By**

Al Horsman  
Deputy CAO/CFO  
Infrastructure, Development and Enterprise  
519-822-1260 ext. 5606  
al.horsman@guelph.ca

**Development Charge Rates Effective March 2, 2015, to March 1, 2016** (Rates are adjusted annually for inflation.)

**Residential Charges**

Residential DCs are imposed according to the number and type of dwelling units proposed. A portion (for water, wastewater, stormwater, roads and related hard services) of the residential DCs is payable upon entering into a subdivision agreement (if any), while the balance is payable at the applicable rate at the time of building permit issuance.

<b>Service</b>	<b>Single Detached or Semi- detached Dwelling Unit</b>	<b>Apartment Unit (2 or More Bedrooms)</b>	<b>Garden Suite or Apartment Unit (Bachelor or 1 Bedroom)</b>	<b>Multiple Unit</b>
Water Services	8,754	5,269	3,674	6,592
Wastewater Services	6,439	3,875	2,703	4,850
Stormwater Services	123	74	52	92
Services Related to a Highway	3,462	2,084	1,453	2,608
Hard Services Sub-total	18,778	11,302	7,882	14,142
Fire Protection Services	288	174	121	217
Library Services	548	330	230	413
Indoor Recreation Services	2,594	1,561	1,089	1,954
Outdoor Recreation Services	3,391	2,041	1,423	2,554
Transit	513	309	215	386
Administration (Studies)	323	194	135	243
Ambulance Services	29	17	12	22
Provincial Offences Act	9	5	4	7
Municipal Parking	696	419	292	525
Police Services	405	244	170	305
Health Services	65	40	27	49
Soft Services Sub-total	8,861	5,334	3,718	6,675
<b>Total City of Guelph Charges</b>	<b>27,639</b>	<b>16,636</b>	<b>11,600</b>	<b>20,817</b>
Upper Grand District School Board	1,567	1,567	1,567	1,567
Wellington Catholic District School Board	317	317	317	317
<b>Education Development Charges</b>	<b>1,884</b>	<b>1,884</b>	<b>1,884</b>	<b>1,884</b>
<b>GRAND TOTAL</b>	<b>29,523</b>	<b>18,520</b>	<b>13,484</b>	<b>22,701</b>

**Non-residential Charges**

Non-residential DCs are imposed according to the amount of gross floor area being developed. The full amount of the non-residential DCs is payable at the applicable rate at the time of building permit issuance.

<b>Service</b>	<b>per square metre</b>
Water Services	39.68
Wastewater Services	29.20
Stormwater Services	0.55
Services Related to a Highway	15.73
Fire Protection Services	1.31
Library Services	0.22
Transit	2.62
Administration (Studies)	1.63
Indoor Recreation Services	1.20
Outdoor Recreation Services	1.53
Municipal Parking	3.49
Police Services	1.86
Ambulance	0.11
Provincial Offences Act	-
Health Services	0.11
<b>TOTAL</b>	<b>99.24</b>

Note:

Please contact Building Services at 519-837-5615 ext. 2531 or e-mail [building@guelph.ca](mailto:building@guelph.ca) for more information

# Grand River Conservation Authority

**Report number:** GM-11-14-120

**Date:** November 28, 2014

**To:** Members of the Grand River Conservation Authority

**Subject:** Meeting Schedule for 2015

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## **Recommendation:**

THAT the Meeting Schedule for 2015 be approved.

## **Summary:**

Not applicable

## **Report:**

The General Membership of the Grand River Conservation Authority generally meets on the fourth Friday of each month with the exception of December, due to the conflict with statutory holidays during that month.

There is also a Special Budget Meeting in September each year, which is typically held on the second Thursday of that month. In 2015, it is also proposed that a Special Orientation Meeting will be held mid-February on the same day as the Audit Committee meeting.

The dates and times of these meetings have been selected to minimize conflicts with most municipal council meeting times and other important events. Some of the significant events which have been taken into consideration are:

- ROMA/OGRA Combined Conference: February 22-25, 2015
- AMO Conference: August 16-19, 2015
- Biennial Tour: September 20-23, 2015
- Latornell Conservation Symposium is normally the third week of November

Additional events, such as tours and special days, may be scheduled during the year. All meetings are held in the Auditorium at the Grand River Conservation Authority Administration Office, 400 Clyde Road, Cambridge, Ontario. Following, are the proposed meeting dates and times:

DATE	TIME	MEETING
January 23, 2015 (Friday)	9:30 a.m.	General Membership Meeting
February 18, 2015 (Wednesday)	9:30 a.m.	Special Orientation Meeting
February 18, 2015 (Wednesday)	12:00 noon	Audit Committee Meeting
February 27, 2015 (Friday)	9:30 a.m.	Annual General Meeting
March 27, 2015 (Friday)	9:30 a.m.	General Membership Meeting
April 24, 2015 (Friday)	9:30 a.m.	General Membership Meeting

<b>DATE</b>	<b>TIME</b>	<b>MEETING</b>
May 22, 2015 (Friday)	9:30 a.m.	General Membership Meeting
June 26, 2015 (Friday)	9:30 a.m.	General Membership Meeting
July 24, 2015 (Friday)	9:30 a.m.	General Membership Meeting
August 28, 2015 (Friday)	9:30 a.m.	General Membership Meeting
September 10, 2015 (Thursday)	9:30 a.m.	Special Budget Meeting (if required)
September 25, 2015 (Friday)	9:30 a.m.	General Membership Meeting
October 23, 2015 (Friday)	9:30 a.m.	General Membership Meeting
November 27, 2015 (Friday)	9:30 a.m.	General Membership Meeting
December 18, 2015 (Friday)	9:30 a.m.	General Membership Meeting

**Financial implications:**

Not applicable

**Other department considerations:**

Not applicable

**Prepared by:**

**Keith Murch**  
**Assistant C.A.O. and Secretary Treasurer**

**Approved by:**

**Joe Farwell**  
**Chief Administrative Officer**