



**REQUEST FOR PROPOSALS
RFP 2020 WIP 02**

Waterfront Improvement Plan

Proposals may be submitted by one of the following methods:

Courier to:
*Lori K. Cyr, CPPB, Purchaser
City of Colwood
3300 Wishart Road, Victoria, BC V9C 1R1*

up until the Closing Time of 3:00 p.m., local time, December 23, 2020.

OR:

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

Note: Faxed or E-mailed RFP submissions will not be accepted.

Due to COVID-19 Proponents are encouraged to allow extra time and if you are using a courier that you call ahead to ensure access to the drop off location: 250-478-5999, Press "0" for Receptionist.

All inquiries related to this Request for Proposals shall be submitted by email to the attention of:

Lori K. Cyr, CPPB
Purchaser
purchasing@colwood.ca

Table of Contents

1.	SUMMARY	4
2.	INFORMATION FOR PROPONENTS.....	4
2.1	CLOSING DATE, TIME AND DELIVERY REQUIREMENTS	4
2.2	COMMUNICATIONS & ENQUIRIES	5
2.3	ADDENDA	5
2.4	AMENDMENTS TO & WITHDRAWALS OF PROPOSALS.....	5
2.4.1	Amendment to Proposals.....	5
2.4.2	Withdrawal of Proposals	6
3.	SUMMARY TERMS, GENERAL CONDITIONS & CITY’S RESERVED RIGHTS	6
3.1	ACCEPTANCE OF PROPOSALS.....	6
3.2	OWNERSHIP OF PROPOSAL.....	7
3.3	LIABILITY FOR ERRORS.....	7
3.4	DEFINITION OF CONTRACT.....	7
3.5	THE CONTRACT.....	7
3.6	NO LOBBYING.....	7
3.7	SUBCONTRACTING	8
3.8	CLAIMS OR POSSIBLE CLAIMS	9
3.9	REFERENCE CHECK	9
3.10	COST OF PROPOSAL.....	9
3.11	COLLECTION AND USE OF PERSONAL INFORMATION	9
4.	TERMINOLOGY	10
5.	INTRODUCTION	11
6.	RFP SCHEDULE.....	12
7.	SCOPE AND DELIVERABLES.....	12
7.1	Objectives & Guiding Principles	12
7.2	Expected Project Outcomes	13
7.3	Background	14
7.4	Scope.....	14
7.5	Deliverables.....	17
7.6	Post award schedule	18
7.7	Relevant Documents	18
8.	Budget	19
9.	PROPOSAL SUBMISSION.....	19

9.1	CORPORATE QUALIFICATIONS & EXPERIENCE	19
9.2	EXPERIENCE, DEPTH & BREADTH OF PROJECT TEAM	19
9.3	APPROACH & METHODOLOGY	20
9.4	QUALITY ASSURANCE & CONTROL.....	20
9.5	ATTENTION TO SUSTAINABILITY	20
9.6	SCHEDULE OF WORK	20
9.7	COST/PROPOSED FEE FOR PROJECT.....	20
9.8	HOURLY PROJECT TEAM MEMBERS RATES.....	21
10.	PROPOSAL EVALUATION	21
10.1	EVALUATION CRITERIA.....	21
11.	AWARD.....	22
11.1	RIGHT TO NEGOTIATE	22
11.2	FAILURE TO EXECUTE AN AGREEMENT	22
11.3	REPORTING & COMMUNICATION.....	23
11.4	PUBLICITY	23
11.5	INSURANCE.....	23
11.6	REGULATORY & LEGISLATIVE COMPLIANCE	24
11.7	FORCE MAJEURE	25
11.8	DEFAULT BY CONSULTANT	25

Attachments

Sample Professional Service Agreement

1. SUMMARY

The City of Colwood is seeking a multi-disciplinary consultant team led by a landscape architecture firm to develop a 10-year plan for public realm improvements on Colwood's waterfront focused along the section between Fort Rod Hill National Historic Site and the Royal Beach Development Site (refer to section 7.4 Scope for diagram). Concepts for a multi-use pathway and complementary public realm improvements in this section and inside the Esquimalt Lagoon at "Pit House Park" are the primary deliverables desired. Although this project focusses on developing options for tangible public realm capital improvements, environmental and archeological considerations will form major components of the plan. This RFP describes the supply of services sought and sets out the City's RFP process, evaluation, selection process and proposal requirements.

2. INFORMATION FOR PROPONENTS

2.1 CLOSING DATE, TIME AND DELIVERY REQUIREMENTS

One (1) hard copy of the Proposal along with one (1) electronic version on USB memory stick, signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP shall be enclosed in a sealed envelope clearly marked with RFP-2020-WIP-01 addressed to the City Purchaser, and delivered to the City of Colwood, 3300 Wishart Road, Colwood, BC, V9C 1R1

or if using BC Bid Electronic Submission One (1) electronic copy can be uploaded no later than:

3:00 PM LOCAL TIME – December 23, 2020

Proposals will NOT be opened in Public

Please note the following:

- It is the sole responsibility of the Proponent to ensure the City receives their proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponent.
- The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- The City of Colwood encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- The computer clock in the offices of the City of Colwood determines the official closing time for this RFP.

- Facsimile (fax) or e-mail proposals for this RFP will **NOT** be accepted.
- Delivery of the RFP by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in the RFP and the envelope/package fails to be delivered to the City prior to the closing date and time.
- **Late proposals will NOT be accepted and will be returned unopened to the Proponent.**

2.2 COMMUNICATIONS & ENQUIRIES

All enquiries regarding this RFP are to be directed in writing by email to the following contact person and department. Information obtained from any other source is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and will be distributed directly to the BC Bid website.

Enquiries: Lori K. Cyr, CPPB
Purchaser, City of Colwood
Email: purchasing@colwood.ca

All enquires, and questions are to be submitted in writing via email prior to 3:00pm on December 11th, 2020. The City reserves the right to not answer any enquiries that are submitted after this time and date.

2.3 ADDENDA

All addenda, amendments, or further information regarding this RFP will be published on the BC Bid website. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the BC Bid website regularly to ensure that they have received all updates.

2.4 AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

2.4.1 Amendment to Proposals

Proposals that have been submitted may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or emailed to the RFP's contact address or email.

2.4.2 Withdrawal of Proposals

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter either hand-delivered or emailed to the RFP's contact address or email.

3. SUMMARY TERMS, GENERAL CONDITIONS & CITY'S RESERVED RIGHTS

3.1 ACCEPTANCE OF PROPOSALS

- The City of Colwood reserves the right to accept any response to this RFP which it deems to be in its own interest and/or to reject all Responses. Responses that are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected. Proposals will be assessed in accordance with the evaluation criteria, and the City reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.
- Proposals must be completed with due care. All proposals must conform to the instructions contained herein. If a Proposal does not conform in every way, even in ways that may seem innocuous to the Proponent, the Proposal may be rejected and not considered by the City.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, including all addenda, understands it, and agrees to be bound by its requirements.
- The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the City of Colwood in order to obtain access to confidential materials relevant to preparing a proposal. Any portion of this document, or any information supplied by the City of Colwood in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the City of Colwood in relation to this RFP.
- Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit, or license pursuant to any Federal, Provincial, or Municipal statute, regulation, or bylaw.

3.2 OWNERSHIP OF PROPOSAL

All Proposals, including any attachments and documentation, submitted to and accepted by the City in response to this RFP become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). The final study and report produced will become the property of the City and may be modified or copied by the City and will become a public document.

3.3 LIABILITY FOR ERRORS

The City has made considerable efforts to ensure an accurate representation of information in this RFP, however the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive, exhaustive, or up to date. Nothing contained in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

3.4 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the City and the subsequent full execution of the written Contract will constitute a Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

3.5 THE CONTRACT

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City of Colwood on substantially the same terms and conditions set out in the sample contract attached to the Request for Proposal. If the City of Colwood selects a Proponent pursuant to this RFP, it will provide notice in writing to the successful Proponent. The subsequent execution of a written Contract between the successful Proponent and City of Colwood will constitute the Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Contract is executed.

3.6 NO LOBBYING

Proponents, Proponent team members including key individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP,

or the competitive selection process, including for the purpose of influencing the outcome of the competitive selection process. Further, no such person (other than as expressly contemplated in the RFP) will attempt to communicate in relation to the Project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the City, or any member of the City Council or Committees for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to proposals of any proponents;
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Consultant, or any negotiations with the Consultant;
- Promoting the Proponent or its interests in the Project;
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the Project, including in a manner which may give the Proponent a competitive or other advantage over other proponents; and
- Criticizing the proposals of other Proponents.

3.7 SUBCONTRACTING

The successful Proponent ("Consultant") shall not assign or subcontract any part of this agreement without prior written consent of the City. No permitted assignment or subcontract shall relieve the Consultant from its obligations arising from the RFP or impose any liability upon the City to any assignee or subcontractor. The Consultant shall at all times be held fully responsible for any and all acts and omissions of the assignee's or subcontractor's directors, officers, independent contractors, employees, subcontractors, shareholders, agencies, partners, and volunteers.

The City shall not permit the Consultant to subcontract to any entity or individual whose current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with the project to be undertaken or the services to be provided pursuant to this RFP. This includes, but is not limited to, any entity or individual involved in the preparation of the Proponent's proposal.

Further, in addition to or in lieu of any other remedies that the City has in law or in equity, the City of Colwood shall have the right to terminate the agreement in the event that the City, in its sole discretion, determines that the selected Consultant has contravened the prohibition set forth in the preceding paragraph.

3.8 CLAIMS OR POSSIBLE CLAIMS

The City will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the City on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving the City, until a final decision is rendered and for a period of three (3) years thereafter.

3.9 REFERENCE CHECK

The City shall be entitled to verify the Proponent's references at any time during the RFP process.

3.10 COST OF PROPOSAL

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and the City shall, under no circumstances, be liable to compensate respondents for such costs.

3.11 COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the City of Colwood with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to City of Colwood. Such written consents are to specify that the personal information may be forwarded to the City of Colwood for the purposes of responding to this RFP and use by the City of Colwood for the purposes set out in the RFP. The City of Colwood may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the City of Colwood.

4. TERMINOLOGY

Throughout this RFP, the following terminology is used:

“BC Bid” means the BC Bid website located at www.bcbid.ca;

“City” means the City of Colwood

“Consultant” means the successful proponent to the RFP who enters into a written contract with the City of Colwood

“Contract” means the written agreement resulting from the RFP, executed by the City of Colwood and the Consultant

“Force Majeure” means causes that are beyond a party’s control, and which are unavoidable by the exercise of reasonable foresight

“Must” or “Shall” means a mandatory requirement to be met in order for a Proposal to receive consideration

“OCP” or **“Official Community Plan”** refers to the most recent consolidated version of the City of Colwood’s Official Community Plan

“Proponent” means an individual or company that submits, or intends to submit, a proposal in response to this RFP

“Proposal” means the proponent’s submission in response to this RFP

“Public Realm” means land and water including parks and rights of ways currently owned by the City of Colwood, as well as publicly accessible spaces controlled by the other jurisdictions within the boundaries of the City of Colwood.

“RFP” means this Request for Proposal

“Should” means a desirable requirement that has a significant degree of importance to the objectives of the RFP

“Work” means any labour, efforts, and/or duty required to accomplish the purpose of this project

5. INTRODUCTION

The City is requesting submission of proposals from multi-disciplinary consultant teams (“Consultant”) led by a landscape architecture firm with experience in placemaking, collaborative public realm design and sustainable waterfront planning - to assist with the preparation of a Waterfront Improvement Plan (WIP). This plan will identify options for specific public realm improvements over a 10-year planning horizon to enhance the character and recreational utility of the waterfront while protecting the highly sensitive wildlife habitat and archeological resources.

The area where public real improvements are to be planned (the “improvement area”) includes a portion of Colwood’s shoreline approximately 4 km long between Fort Rod Hill National Historic Site and the future site of the Royal Beach Development (refer to section 7.4 – Scope for diagram). Concepts for a multi-use pathway and complementary public realm improvements in this section and inside the Esquimalt Lagoon at “Pit House Park” are the primary deliverables desired.

Significant background information has already been compiled and will be of great value to this project (e.g. local geomorphological, environmental, sea level rise and archeological studies). The lead consultant will be supported by a civil engineering firm with experience in coastal engineering, an ecologist/biologist as well as qualified archeological consultant (RPCA). The project team should have strong background in spatial planning and include Registered Professional Planner(s). The successful Consultant also will have prior experience leading similar projects of scope and complexity and will work closely with City staff to achieve the following:

- Create an overall 10-year plan and preliminary design concepts for public realm improvements in the project improvement area (refer to section 7.4). This includes park improvements and a multi-modal pathway where Ocean Boulevard is currently located along Coburg Peninsula and complementary improvements;
- Lead and facilitate a multi-phased public engagement process;
- Develop and evaluate various alternative options to enhance the character and recreational value of the waterfront;
- Identify opportunities to integrate public art into the public realm that is inspired by local indigenous and settler heritage;
- Compile a programmatic plan for the public realm for the entire waterfront that has a temporal component that shows how public realm and associated infrastructure can adapt to the impacts of climate change;
- Compile preliminary designs for specific public realm improvements that take into consideration ecological protection/improvement, sea level rise, coastal processes, tsunami and other natural hazards and archeological resources;
- Considerations required to meet Green Shores Certified in conjunction with OCP policy 8.2.2.3;
- Render 3-dimensional visualizations of the proposed improvement options; and

- Develop a 10-year implementation plan with “Class D” cost estimates.

The successful proponent will demonstrate an ability to develop creative, yet feasible public realm improvement options illustrated in ways that vividly express the future potential of the space.

6. RFP SCHEDULE

The schedule for this RFP shall be as follows:

RFP ISSUED	December 4, 2020
DEADLINE FOR QUESTIONS	December 11, 2020
RESPONSE TO QUESTIONS	December 15, 2020
RFP CLOSING	December 23, 2020

It is anticipated that proposals will be evaluated, and the project awarded by January 8, 2021 with work commencing within 7 days of award and contract execution.

7. SCOPE AND DELIVERABLES

7.1 Objectives & Guiding Principles

The Waterfront Improvement Plan will provide realistic options for improvements of the public realm that help achieve the below strategic directions from the Colwood Official Community Plan (OCP):

- Vision and Goals section 3.1 and 3.2 which envisions a future where “The waterfront is a stewarded, world-class destination for residents and visitors alike...”
- Streets and Mobility section including policy 8.2.2.3, which calls for the extension of a multi-use pathway along the entire waterfront that follows Green Shores Guidelines while preserving ecosystems, and policies 8.2.2.7 through 8.2.2.10 which call for greater accessibility and the application of CPTED principles in the design of public spaces.
- Climate Change Adaptive Planning policies 10.3.5.1 i, j and k, which address the need to plan for sea level rise and to increase the resilience of Colwood’s shoreline through a “soft shore” restoration approach
- Park and Natural Asset objectives and policies contained within section 11 including but not limited to the following:
 - The creation of a continuous public access along the entire marine waterfront (policy 11.2.1.1);
 - Site adaptive planning and design requirements under policy 11.2.2.3;
 - Objective No. 11.2.5 “To maintain and regenerate the ecological functions of Colwood’s diverse shorelines” and associated policies; and

- Site Adaptive Planning design principles contained within Section 18.4, including but not limited to the following:
 - Minimize disruption to the landscape and plant new trees that compliment the retained natural habitat;
 - Enhance stormwater systems & integrate with landscaping to restore/augment natural drainage systems;
 - Restore/rehabilitate degraded habitat within the shore zone (e.g. re-create lost habitat such as by designing Gary Oak Meadows with red-listed plants such as Deltoid balsamroot, and erecting educational signage within the public realm)
 - Plan for sea level rise by calculating future natural boundary/high watermarks and provide adequate vertical and horizontal setbacks from these new levels
 - Reduce artificial lighting levels within the shore zone to as great an extent as possible (or as required by safety/comfort) to prevent impacts to marine wildlife.
 - Allow for public access to the shoreline as an amenity in designated areas without compromising sensitive environmental areas
- Economic objectives and policies contained within section 15 including but not limited to the following:
 - Policies 15.2.1.2 and 15.2.1.3 which calls for the establishment of a vibrant Seaside Village on Royal Bay and integration of waterfront public realm planning with development plans (e.g. the “Royal Beach” development site).

7.2 Expected Project Outcomes

- Develop an overall programmatic public realm plan with preliminary design concepts for waterfront public realm improvements focused on an approximately 4 km long section of the coastline. Design concepts should meet future service levels and programming for the community.
- Develop a preliminary design for a contiguous waterfront multi-use pathway between the Ocean Blvd. Bridge and the Royal Beach development site, as called for by the OCP and Transportation Master Plan (TMP). Consider how designs can be sensitive to and help improve ecosystems and incorporate changes that would allow it to adapt to SLR. A design with a temporal component to show how a contiguous waterfront multi-use pathway will be maintained is required.
- Integrate Crime Prevention Through Environmental Design “CPTED” Principles into the design.
- Enhance and nurture the City’s ecological network and natural areas, to cultivate a connection to nature through education, programming and stewardship. Please refer to OCP section 20: Riparian Areas & Marine Shorelines Environmental DPA to understand expectations for waterfront development.
- Identify active transportation infrastructure to install at key junctures along multi-modal trails/pathways (e.g. ‘bike kitchens’, water bottle fill stations, benches at viewpoints, etc.)

- Increase biodiversity and serve as a case study to demonstrate the City's commitment to site adaptive planning and design.
- Help the City fulfil its responsibilities to reconciliation with the indigenous community in a collaborative approach to protecting archeological sites and incorporating public art.

7.3 Background

Located in the Capital Regional District on southern Vancouver Island, the City of Colwood is home to 16,850 residents (2016 Census). With a projected population increase of 35% in the next 10 years, the City anticipates significant new waterfront development to occur in the future in the Seaside Village land use designation. Approximately 5 km of waterfront is represented by northern sections owned by the Department of National Defense (CFB Esquimalt) and Parks Canada (Fort Rod Hill and Fisgard Lighthouse), Colwood park (Coburg Peninsula and "Pit House Park") and Royal Roads University Lands along the central areas, and privately held master planned development site ("Royal Beach") and Crown lands to the south.

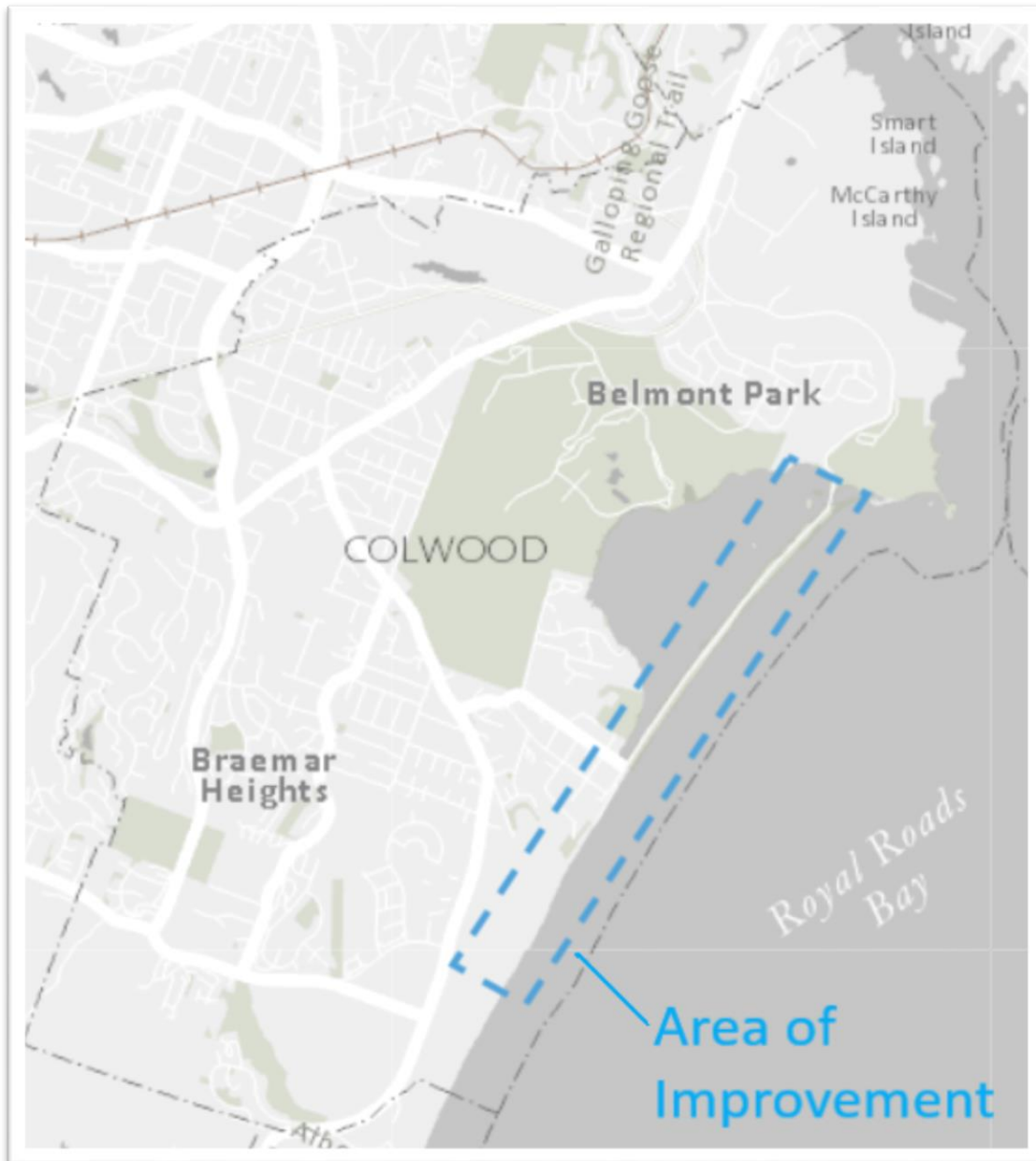
During the initial stages of the Covid-19 pandemic, the City closed the Coburg Peninsula portion of Ocean Boulevard to all vehicle traffic. This led to a recognition of the benefits stemming from the reduction of traffic and increased opportunities for non-motorized recreation by park users. Council has directed staff to undertake the WIP to provide options of how the public areas of Coburg Peninsula could be improved along with the rest of Colwood's coastline.

Colwood Council has also struck the Waterfront Coastal Process Committee (WCPC) dedicated to analyzing issues impacting the coastline and "future-casting" to develop strategic recommendations to Council. The WCPC will support strategic decisions in the development of the WIP's recommendations.

The City is also developing its first Parks and Recreation Master Plan in a project that will complete at the end of February 2021. The Consultant will be expected to liaise with the Park and Recreation Master Plan project team and align key elements of the respective plans.

7.4 Scope

The WIP is intended to identify specific options for tangible improvements to Colwood's waterfront. The planning area for this project includes a section of the waterfront Fort Rodd Hill National Historic Site to the future site of the Royal Beach development. The planning area will extend inland to include areas that currently function as public recreational areas and the areas that will in the future may become important elements of the waterfront public realm as sea level rise occurs. Current areas of the public realm, as well as areas of the coastline that should be considered future additions the public realm given the OCP objectives are the focus areas for improvements.



The dashed line indicates the extent of the area of waterfront where public realm improvements are to be planned within the scope of this project.

Waterfront Improvement Plan project phases must include:

i. Context Analysis

Proposal must outline the scope of the background review and the process that will be undertaken to develop the specific workplan.

Project familiarization will include development of a work plan by the consultant for review and approval by the City.

Background review will include review of documents and other applicable research items. The proposal shall clearly outline the proposed approach to this review.

ii. Data Analysis and Shoreline Assessment

Proposals must outline methodology and scope for collection and analysis of data. The Consultant will be expected to review relevant planning and policy documents and conduct some remote and in- field inventory and analysis of the site and surrounding area. Significant work has already been done analyzing the foreshore and various associated issues (coastal process dynamics, ecological studies et cetera). The consultant team will be expected to draw on this existing data and fill gaps where needed to plan for specific improvements (these informational gaps are not expected to be require major field studies).

An assessment and analysis of the relevant historical, archeological, ecological, geomorphological data and projected population growth; needs of the community by determining current and future programming and service levels; audit of current existing amenities on site and in neighbouring parks and open spaces; planned or in-process initiatives for the area; understanding of current and future land use plans with the goal of identifying gaps and service levels that can be fulfilled by a new 10-year plan for waterfront public realm improvements.

It is anticipated that significant environmental field research or studies will be not be required to complete this project given the amount of existing data already collected. Environmental and archeological oversight is desired to ensure that the proposed improvements will align with the City's policies concerning adaptive design and planning, and development permit guidelines as stated in our OCP.

iii. Community/Stakeholder Consultation and Engagement

Proposals shall include a plan to undertake a comprehensive community consultation process involving but not limited to, residents of the waterfront, seniors and youth, users of mobility aids, businesses, owners of waterfront development sites; the general public, the Canadian Wildlife Service; Esquimalt Lagoon Stewardship Initiative, and City Council.

The consultant team will be expected to provide draft engagement materials and work with the City Communications Dept. who will oversee this element of the project and manage the Let's Talk Colwood webpage.

City staff can also assist with necessary outreach with local first nations. It is expected that the consultant team will be required to support the City's Communications Dept. in the creation of engagement materials geared to indigenous communities and provide assistance with public/virtual presentations, as necessary.

Proposals must outline how the successful engagement process will be implemented, including summation of collection and analysis of input. Consultation and engagement will be facilitated in conjunction with the City's Communications Department and employ

enjoyable and interactive methods that encourage meaningful public participation.

Proposals shall demonstrate how to build consensus and agreement and provide information allow for an informed decision-making process.

COVID-19

Consultation and engagement activities are expected to take place under public health orders and recommendations to maintain physical distancing due to the Covid-19 pandemic. Proposals must clearly demonstrate how public engagement will proceed under these conditions. Proponents are expected to emphasize support for physical distancing recommendations through their submissions.

iv. Regular Liaison with City Staff Project Team and the WCPC

Proposals shall include a regular virtual (e.g. via “Zoom”) meeting schedule with the City Project Committee.

v. Findings, Direction and Strategic Recommendations

Derived from early phases, a report outlining the basis for design interventions and specific improvements.

vi. Draft 10-year Waterfront Improvement Plan and Recommendations

A draft WIP and reviewed with community, WCPC and other stakeholders. The draft WIP will be revised, as required, prior to completion of final reporting and Council adoption. Identification of specific changes needed to amend the Land Use Bylaw to remove current parking regulations will also be required.

7.5 Deliverables

The successful proponent must provide the City with the following:

i. *Monthly Interval Progress Reporting*

The proponent and project team will meet via video conference monthly, at a minimum.

ii. *Detailed Workplan & Consultation Strategy*

Upon selection of the winning proposal, a detailed workplan and consultation strategy customized to accommodate physical distancing will be submitted for approvals.

iii. *Shoreline Analysis Report of Data*

A summary of findings that includes a high-level multi-disciplinary shoreline analysis will be presented to staff and the community. Please note: It is not expected that significant environmental field research or studies will be required to complete this project. Higher-level environmental oversight is desired to ensure that the proposed improvements will align with the City’s policies concerning adaptive design and planning, application of Green Shores™ principles and development permit guidelines as stated in our OCP;

iv. Consultation & Engagement Summary Report

A summary of activities and discoveries will be presented to the community, Council and staff.

v. Draft WIP

A plan that identifies costed options for specific public realm improvements over a 10-year planning horizon to enhance the character and recreational utility of the waterfront while protecting the highly sensitive wildlife habitat and archeological resources. The plan must include the following components:

1. A high-level programmatic plan for the public realm for the entire waterfront that has a temporal component that shows how public realm and associated infrastructure can adapt to the impacts of climate change. Land tenure considerations must be included in this plan (e.g. identification of where public access and management rights need to be achieved now and in the future. This component is intended to provide high-level understanding of the entire coastline and provide context for the proposed public realm improvements centred around a new multi-use pathway located in the above noted area of improvements. It is also intended to provide a foundation for additional future public realm improvements outside of the improvement area; and
2. Preliminary designs for specific public realm improvements limited to the improvement area in the above map that take into consideration ecological protection/improvement, sea level rise, coastal processes, natural hazards including tsunamis, unstable slopes/soils and archeological resources. Concepts for a multi-use pathway and complementary public realm improvements in this section and inside the Esquimalt Lagoon at “Pit House Park” are the primary deliverables desired;

7.6 Post award schedule

Milestone	Timeline
Project Initiation Meeting	January 12, 2021
Detailed Workplan & Consultation Strategy	February 2, 2021
Report of Data Analysis and Needs Assessment	March 2, 2021
Consultation & Engagement Summary Report	April 6, 2021
Draft WIP Completed	May 4, 2021
Council Adoption	May 17, 2021

All dates in the above schedule are subject to change at the discretion of the City.

7.7 Relevant Documents

The existing information listed below is available to consultants for review and assimilation into the project. The Consultant may search for other existing related project information.

Please click on the below hyperlinks to be taken to the web version of the document.

- [Colwood Land Use Bylaw No. 151](#)
- [Strategic Plan \(2019 – 2023\)](#)
- [Transportation Master Plan Bylaw \(2015\)](#)
- [Official Community Plan Bylaw No. 1700 \(2018\)](#)
- [Demographic Study & Land Yield Analysis \(2018\)](#)
- [Draft Royal Beach Sub-Area Plan \(2020\)](#)
- [Capital Region Coastal Flood Inundation Mapping Project Reports \(2020\)The Background Studies and Reports Compiled for the Waterfront Coastal Process Committee](#)

8. Budget

\$125,000 has been budgeted to complete this project in 2021.

9. PROPOSAL SUBMISSION

Proposals must include the following information to be considered (preferably in the order presented). Please limit your submission to not more than 15 pages.

9.1 CORPORATE QUALIFICATIONS & EXPERIENCE

Proponents must include a summary of their company's background, area of expertise, organizational chart, and number of employees. Proponents shall list any subcontractors or sub-consultants they intend to use and provide a similar summary. Proponents shall include at least three (3) project abstracts that clearly outline previous projects with similar scope of services and drawing preparation.

The referenced projects shall be of a similar or greater cost and magnitude that have been successfully completed by their company within the past five (5) years. The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project constraints, project deliverables, location, client names, and references.

9.2 EXPERIENCE, DEPTH & BREADTH OF PROJECT TEAM

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, home office and notable achievements in each area of the Work. Proponents shall provide a table clearly indicating what role and responsibility each

team member will play, the anticipated hours of each, and the total role and project hours. The City must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

9.3 APPROACH & METHODOLOGY

Proponents are to confirm their understanding of the scope of work and clearly define and describe how their proposed approach would meet those requirements, including the Project constraints, sequence and timing of milestones, the respective expertise involved, and their time allocation for each. The work plan should include a scheduling of activities and resources necessary to meet the project objectives, including the provision of a quality assurance and control plan that ensures senior review of relevant project activities.

9.4 QUALITY ASSURANCE & CONTROL

Strategic decisions will be based on the collected data and analysis results provided by the Consultant. Proponents shall provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and negatively impact decision-making processes on which recommendations to the City are made.

9.5 ATTENTION TO SUSTAINABILITY

Proponents are to clearly demonstrate consideration of environmental, social and economic aspects of the project and promotes natural solutions where at all possible.

9.6 SCHEDULE OF WORK

Proponents shall indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP deliverable target dates. This portion of the proposal should be provided in Microsoft Project or a similar scheduling software format.

9.7 COST/PROPOSED FEE FOR PROJECT

The City anticipates to a maximum budget of \$125,000 for this project. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the City, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Proponents are to provide separate project costs for each project deliverable.

If aspects will be shared (i.e. consultation) then this must be demonstrated in the project budgeting. Direct project costs must be broken down by personnel and estimated hours per task. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel, accommodation costs, out of pocket expenses, and all other expenses.

9.8 HOURLY PROJECT TEAM MEMBERS RATES

As a supplement, a schedule of rates for all key personnel, technical staff, and support personnel must be included. These rates will be used for any additional work that is authorized by the City.

10. PROPOSAL EVALUATION

The City, in its sole discretion, may disqualify any proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their proposals any and all relevant information that would allow the City to accurately assess their organization with regard to the evaluation criteria. The City will make no assumptions on the behalf of the Proponent.

The City shall consider each Proposal and, after such consideration, shall have the right to require any or all of the respondents to attend a presentation to clarify their Proposal. The City reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

10.1 EVALUATION CRITERIA

This section details the evaluation process for selecting the best qualified Proponent. Proponents should ensure that they fully respond to all criteria preferably in the order presented in their submission to receive full consideration during the evaluation process. The City of Colwood recognizes that “best value” is the essential component of this project, and therefore the City will give careful consideration to both technical and cost factors in its selection criteria.

The following table identifies the key criteria that the City has deemed relevant, and the point assignment of each.

	Description	Weight
1	Qualifications & Experience – Company experience, personnel qualifications, similar projects, references	30%
2	Methodology – Response to RFP project requirements, approach, demonstrated understanding of project requirements, work plan	30%
3	Proposal – Completeness, overall quality and level of details submitted; value added services	30%
4	Proposed Fees	10%

11. AWARD

It is not the intent of the City to award this project to any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The City reserves the right to reject any submitted proposal from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner.

This RFP is not a tender and does not commit the City of Colwood in any way to select Consultant. The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the City to so do.

In addition, the City may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for this project
- The City decides to cancel the project

11.1 RIGHT TO NEGOTIATE

After the contract has been awarded to the Consultant, the City reserves the right to negotiate minor changes, amendments, or modifications to the Consultant's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

11.2 FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, the City may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of

the City, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the City, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the City reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the City further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

11.3 REPORTING & COMMUNICATION

The successful Consultant shall report to Iain Bourhill, RPP, MCIP, Director of Long Range Planning and Sustainability, who will oversee day-to-day coordination of this project. Approval will be required prior to the Consultant proceeding with subsequent components of the project or altering the work plan. Please note: The Consultant will be required to work efficiently with a high degree of independence given current City staff resource constraints. Interactions with the City project manager and the need for City staff to provide oversight and resources must be minimized as much as possible.

11.4 PUBLICITY

The successful Consultant shall not make any news release concerning the RFP, submitted Proposal or awarding of same, or the resulting contract without the express written consent of the City.

An award of contract to the successful Consultant does not constitute a general endorsement of the Proponent's products or services, and the award of contract cannot be used by the Consultant to promote the sale of products or services without the express written approval of the City.

The City may issue a news release about the award of the contract and project updates.

11.5 INSURANCE

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant's own cost and expense, in such amount, in such forms, and with insurers acceptable to the City.

The Consultant must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000). The City of Colwood must be added as an additional insured to such policy and such policy must contain a cross

liability clause.

The Consultant must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favour of the City of Colwood, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Consultant must carry insurance on equipment owned or rented by the Consultant to its full insurable value.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount of three million dollars (\$3,000,000).

11.6 REGULATORY & LEGISLATIVE COMPLIANCE

The successful Consultant shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Consultant will provide the City with a copy of their current Certificate of Clearance from WorkSafeBC BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety days.

The Consultant to the Contract shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafeBC BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Consultant shall provide the City, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Consultant does not have written procedures relevant to the Work, the Consultant's project team will be expected to abide by the City's safety procedures in accordance with the duties of employer's provision of the Occupational Health and Safety Act.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

11.7 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause.

In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

11.8 DEFAULT BY CONSULTANT

In the event that the Consultant is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be cancelled at the full discretion of the City.