

THE CORPORATION OF THE CITY OF VICTORIA REQUEST FOR PROPOSAL 23-134 CONSULTING SERVICES – CENTENNIAL SQUARE IMPROVEMENTS PHASE 1

The City of Victoria is seeking proposals from qualified consultants/consulting firms to provide design, construction documentation, cost estimating and construction administration services for Phase 1 of the Centennial Square Improvements project in the City of Victoria. Although only Phase 1 will be awarded at this time, the City is seeking a team capable of delivering all phases of the Centennial Square Improvement Plan and proponents will be evaluated on their ability to do so. Based on their performance throughout Phase 1, the successful proponent may be considered for future phases at a later date.

Attached are the <u>Instructions to Proponents</u>, <u>Terms of Reference</u>, Appendix A – Professional Services Agreement, Appendix B – Proposal Response Form, and Appendix C – Social Value Vendor Form which are to be used as the basis for your submission.

Closing Time: Submissions will be accepted before 4:00:00 p.m. Victoria time Tuesday, November 28, 2023

Upload Electronic Submissions to: <u>City of Victoria (bonfirehub.ca)</u>

Note: Hardcopy submissions will NOT be accepted at the City of Victoria.

The City appreciates all proposal responses; however, only short-listed or successful Proponents will be contacted. Status of award may be viewed on the City's website at <u>City of Victoria</u> (bonfirehub.ca).

ENQUIRIES: All enquiries regarding this Request for Proposal should be directed in writing to Amjid Qazi, Senior Buyer, Supply Management Services, via email to <u>purchasing@victoria.ca</u> at least 5 (five) business days prior to the Closing Time. See section 15 of this RFP for more information.

INFORMATION MEETING:

A non-mandatory information meeting (the "Meeting") will be held before the Closing Date and Time at **1:00 pm on Monday, November 6, 2023**, at Centennial Square.

October 27, 2023

THE CORPORATION OF THE CITY OF VICTORIA REQUEST FOR PROPOSAL 23-134 CONSULTING SERVICES – CENTENNIAL SQUARE IMPROVEMENTS PHASE 1 INSTRUCTIONS TO PROPONENTS

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1.0 SUBMISSION REQUIREMENTS

1.1 Proposal submissions will be accepted before the Closing Time 4:00:00 p.m., Victoria time, <u>Tuesday</u>, <u>November 28, 2023</u>. All submissions and accompanying documents must be uploaded electronically at <u>City of Victoria (bonfirehub.ca)</u>. Submissions received after Closing Time will <u>NOT</u> be accepted.

i) Requested Files:

Organize your submission into the following individual files (note the required file types):

- Proposal Response Form Appendix B (File type: PDF) Required
- Financial Submission (File Type: Excel) Required
- Social Value Vendor Form Appendix C (File Type: PDF) Required
- Additional information you may feel relevant to clarify your response Optional

Each file has a maximum size of 50MB. You will upload each file individually.

ii) Important Notes:

- i. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Allocate sufficient time for all uploads to complete prior to closing time.
- ii. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before the Closing Time.
- iii. The Proponent is solely responsible for ensuring that all documents comprising the Proposal are not corrupted and do not contain viruses or malware.
- iv. 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 Bonfire. The City will not be liable for any delay in uploading Proposals for any reason including technological delays, or issues by either party's network or software. The City will not be liable for any damages associated with a Proposal or any part of a Proposal not received prior to the Closing Time.

iii) Technical Support:

The City is using BonfireHub public portal for the submission process. Please contact Bonfire at <u>City of Victoria (bonfirehub.ca)</u> for technical questions related to submitting your documents.

- 1.2 The City does not accept submissions received in hardcopy, via our facsimile machine or as email attachments.
- 1.3 Proposals received and not conforming to Item 1.1 and 1.2 above, will be rejected without consideration.
- 1.4 In the event of a dispute regarding the time a Proposal is received, the Proposal receipt time as recorded by the City will prevail, whether accurate or not.

- 1.5 Proposals, rather than tenders, have been requested in order to afford proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the City's needs in a more cost-effective manner. Proposals should be based on these Instructions, the attached Scope of Work/Scope of Services, Appendices and the Submission and Evaluation Criteria.
- 1.6 Any Addenda to this Request for Proposal will be posted on the City's web site located at <u>City of Victoria (bonfirehub.ca)</u>. Although the Bonfire website will attempt to e-mail registered Proponents to notify them when Addenda are posted, the City does not guarantee that e-mails will be sent to you or received by you. Proponents should continually monitor the RFP as published on Bonfire for any Addenda.

It is the sole responsibility of each proponent to make sure that it is in receipt of all addenda prior to the Closing Time and acknowledge receipt of the addenda on their Proposal Response Form (Appendix B – Proposal Response Form).

- 1.7 Proponents may amend or withdraw their proposal via the Bonfire website. The system will allow removal and resubmittal of documents up until the Proposal Closing Time. The documents submitted to the Bonfire website are locked from viewing until after the Closing Time. Proposals cannot be withdrawn after the Closing Time.
- 1.8 Any Proposal that has not been withdrawn at the Closing Time is open for acceptance and deemed irrevocable for at least 90 days after the Closing Time.
- 1.9 After the Closing Time, all proposals received by the City become the property of the City.
- 1.10 This Request for Proposal is subject to the City's Purchasing Policy which may be viewed at <u>Bid Opportunities | Victoria</u> and the laws of the Province of British Columbia.
- 1.11 This Request for Proposal may be subject to the terms and conditions of the following trade agreements:
 - i) New West Partnership Trade Agreement (NWPTA)
 - ii) Canadian Free Trade Agreement (CFTA)
 - iii) Canadian-European Union Comprehensive Economic and Trade Agreement (CETA)
 - iv) Canada-UK Trade Continuity Agreement (UK)
- 1.12 The City appreciates all proposal responses; however, only short-listed or successful Proponents will be contacted. Status of award may be viewed at <u>City</u> of Victoria (bonfirehub.ca).

2.0 **DEFINITIONS**

- 2.1 **"Addenda"** means all additional information posted prior to the Closing Time regarding this Request for Proposals.
- 2.2 "City" means the Corporation of the City of Victoria.

- 2.3 **"Closing Time**" means the date and time specified on the front cover page and in section 1.1 of this RFP.
- 2.4 **"Consultant**" means the successful Proponent to this Request for Proposals who enters into a Contract with the City.
- 2.5 **"Contract**" means a written agreement executed by the City and the Consultant as a result of this Request for Proposals.
- 2.6 **"Must**" or "**mandatory**" means a requirement that must be met in order for a Proposal to receive consideration.
- 2.7 **"Proponent**" means the entity submitting a Proposal.
- 2.8 **"Proposal**" means a written response to this Request for Proposals and includes the information and documentation, if any, required by this Request for Proposals.
- 2.9 **"Request for Proposals**" or "**RFP**" means this solicitation process described on Bonfire, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda.
- 2.10 **"Sub-consultant"** means a professional person, firm or corporation listed in a Proponent's proposal who, if the Proponent is selected as the Consultant and subject to section 7 of this RFP, will be retained by the Consultant to perform parts or a part of the work or services solicited under this RFP.

3.0 CONFIDENTIALITY

- 3.1 The City recognizes the importance to Proponents that their ideas and plans remain confidential; otherwise, they may be reluctant to disclose such information. The City will endeavour to respect and protect the confidentiality of such information and will treat it as supplied in confidence within the meaning of section 21 of the *Freedom of Information and Protection of Privacy Act.* The City is subject to the provisions of that *Act*, and therefore, while Section 21 of the *Act* does offer some protection for third party business interests, the City cannot guarantee that any information provided to the City can be held in confidence.
- 3.2 By submitting a proposal, the Proponent agrees to maintain, in confidence, all information provided by the City in relation to the RFP. The contents of the RFP and any information provided by the City or its consultants in relation to this RFP, may not be used, reproduced, or disclosed by a Proponent for any purpose other than:
 - i) In relation to the proposed or actual submission of a proposal;
 - ii) As required by law including but not limited the *Freedom of Information and Protection of Privacy Act*; or
 - iii) To the Proponent's auditors or legal advisors, provided that the information is disclosed under a professional duty of confidentiality.

And provided that in all such cases the Proponent shall advise the City prior to disclosing the information.

4.0 FINANCIAL SUBMISSION

- 4.1 The proponent's financial submission should identify the "Net Total Cost" to provide the work or the services as outlined in the Terms of Reference (Scope of Work) of this RFP. You should also include a breakdown of the hourly charge out rates of key personnel and support staff and the work they are performing (which must include materials costs, labor costs, expenses/disbursements, sub-consultant(s) fees and expenses and any other charges) **excluding applicable taxes**, so as to be the final cost to the City, for the proposed services.
- 4.2 Pricing should not be expressed as a range. If hourly rates are called for by the RFP, then if any hourly rate is expressed as a range of hourly rates, then the City will consider and take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
- 4.3 Discounts should not be expressed as a range. If a discount on some stated pricing items is called for by the RFP, then if any discount is expressed as a numerical range, then the City will consider and take the highest numerical value in the range for the purposes of evaluation and any resulting contract.
- 4.4 A fixed fee should not be expressed as a range. If the RFP calls for a fixed fee to bid and the fixed fee is expressed as a range, then the City will consider and take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
- 4.5 All pricing bid is required to be unconditional and unqualified. If any pricing bid does not meet this requirement, the Proponent's Proposal may be rejected resulting in the Proponent being eliminated from the RFP competition.
- 4.6 Failure to provide pricing as and where required by the RFP will result in the Proponent's Proposal being rejected resulting in the Proponent being eliminated from the RFP competition.
- 4.7 Pricing will be firm for the entire Contract period unless the RFP specifically states otherwise.
- 4.8 Regardless of the allowed Proposal submission method, if unit pricing is required to be proposed and the sum total of that unit pricing is being evaluated, whether or not the Proponent is required to provide a sum total of that unit pricing, so long as all of the required unit pricing components are proposed, if the Proponent has made a mathematical error in adding up the sum total of all required unit pricing, then the City will compute and take the mathematically correct sum total of the proposed unit pricing for purposes of evaluation and contracting.
- 4.9 The activities or tasks listed in the attached Terms of Reference (Scope of Work) are minimum requirements to be undertaken. Proponents may also provide separate pricing on additional features or activities they feel would benefit the City in meeting its goal. Such additions will be evaluated in accordance with Section 14.0 Evaluation and the relevant section in the Proposal Response Form.
- 4.10 All prices proposed should be and will be deemed to be in Canadian funds.

5.0 CONFLICT OF INTEREST

5.1 Proponents must ensure that they are not in a position that in the opinion of the City is an actual, potential, or perceived conflict of interest. If in the City's opinion the Proponent is in an actual, potential, or perceived conflict of interest, the Proponent may be disqualified. If a Proponent is in doubt as to whether there might be an actual, potential, or perceived conflict of interest the Proponent should consult its own advisors and notify and consult with the City prior to submitting a Proposal.

6.0 NO IMPLIED APPROVALS

- 6.1 Acceptance of any proposal may be subject to budget considerations and available funding.
- 6.2 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, regional district or municipal statute, regulation, or by-law.

7.0 SUB-CONSULTANTS

- 7.1 All sub-consultants, including affiliates of the Proponent, should be clearly identified in the Proposal.
- 7.2 A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the City's opinion, give rise to an actual, potential or perceived conflict of interest as set out in section 5 of this RFP.
- 7.3 Where applicable, the names of approved sub-consultants listed in the Proposal must be included in the Contract. No additional sub-consultants or other subcontractors will be added, nor other changes made to this list in the Contract without the prior written consent of the City.

8.0 **PROPONENT'S EXPENSES**

8.1 Proponents are solely responsible for their own expenses in preparing a proposal, submitting a proposal and for any costs they incur due to subsequent negotiations with the City, if any.

9.0 LIMITATION OF LIABILITY AND WAIVER

- 9.1 No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP.
- 9.2 By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assignees that they will not make claims for and otherwise irrevocably waive any claim whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

9.3 For clarity, and without limiting in any way the waiver set out at section 9.2 of this RFP, by submitting a proposal, the Proponent acknowledges the City's rights under section 14 of this RFP and absolutely waives any right of action against the City for the City's failure to accept the Proponents' proposal whether or not such right of action arises in contract, negligence or any other cause of action.

10.0 RESPONSIBILITY OF PROPONENTS

- 10.1 Each Proponent is responsible for informing themselves as to the contents and requirement of this RFP. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent because of any inaccuracy or incompleteness in this RFP or as a result of any misunderstanding or misinterpretation of the terms of the proposal on the part of any Proponent.
- 10.2 If a Proponent is in doubt as to the true meaning of any part of this Request for Proposals, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the office of Supply Management Services and, if deemed necessary by the City, an Addendum will be issued in accordance with section 1.6 of the RFP. This procedure also applies should the City, of its own accord, wish to expand or delete any part of this Request for Proposal.
- 10.3 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 the RFP requires Proponents to provide the City with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the City. Such written consents should specify that the personal information may be forwarded to the City for the purposes of responding to the RFP and used by the City for the purposes set out in the RFP. Such written consents must be made available to the City upon its request.

11.0 ACCURACY OF INFORMATION DISCLAIMER

11.1 The information contained in the RFP is supplied solely as a guideline for Proponents. The City makes no representation, guarantee or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in this RFP or in any record or document associated with it. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

12.0 SOLICITATION

12.1 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City shall be entitled to reject the Proposal.

13.0 PUBLICITY

- 13.1 Proponents shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals or resulting Contract on social media, to the media or any member of the public without the prior written authorization of the City.
- 13.2 All publicity relating to this RFP and the associated project is subject to the approval of the City and no mention of the RFP or associated project in advertising or articles in any publication or on any social media platform is permitted unless authorized in advance, in writing by the City.

14.0 EVALUATION PROCESS AND RESERVATION OF RIGHTS

14.1 Proposals will be assessed in accordance with the evaluation criteria set out in the Appendix B – Proposal Response Form and reproduced here:

SUMMARY OF PROPOSAL RESPONSE CRITERIA	SCORING VALUE
Knowledge and Experience	40 Points
Project Understanding and Methodology	40 Points
Financial Submission	15 Points
Social Value and Sustainability	05 Points
TOTAL POINTS	100 Points
Interview (at City's Discretion)	
• Upon completion of the initial evaluation of proposals, the City may, at its discretion, invite a short list of preferred Proponents for an interview to assist in the final selection.	5 Points
TOTAL POINTS	105 Points

- 14.2 The evaluation committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one Proponent's proposal to another Proponent's proposal.
- 14.3 The evaluation criteria are shown to give general guidance to Proponents in the preparation of proposals and will be applied to all proposals fairly and without bias to any Proponent or Proposal and the same criteria and weightings will be applied to all proposals
- 14.4 The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

- 14.5 The City reserves the right to conduct pre-selection meetings with Proponents.
- 14.6 The RFP should not be construed as an agreement to purchase services. The lowest or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.
- 14.7 The City reserves the right, in its sole discretion to:
 - i) Disqualify a proposal if the City is not satisfied that the Proponent is clearly identified.
 - ii) Prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the City that the Proponent has the power and capacity to enter into the Contract; and
 - iii) Not to enter into a Contact with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's Proposal.
- 14.8 In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:
 - i) To modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent.
 - ii) In accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself.
 - iii) To waive any non-material irregularity, defect or deficiency in a Proposal.
 - iv) To request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal.
 - v) To reject any Proposal due to unsatisfactory references including City staff references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the Proposal.
 - vi) At any time, to reject any or all Proposals.
 - vii) At any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
 - viii) To exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
 - a) Bankruptcy.
 - b) False declarations or misrepresentations.
 - c) Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the City.

- d) Final judgments in respect of serious crimes or other serious offences.
- e) Engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act; or
- f) Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent.

15.0 ENQUIRIES

- 15.1 All enquiries regarding this Request for Proposal should be directed in writing to the City contact identified on the front cover page of this RFP, via email to <u>purchasing@victoria.ca</u>. All questions should be received at least 5 (five) business days prior to the closing time and date. Enquiries received after that deadline may not be answered.
- 15.2 Any representations, promises, statements or advice made by employees of the City other than that offered in writing through the office of Supply Management Services, should not be relied upon.

16.0 INFORMATION MEETING

- 16.1 A non-mandatory information meeting (the "Meeting") will be held before the Closing Date and Time at **1:00 pm on Monday, November 6, 2023**, at Centennial Square.
- 16.2 Attendance at the Meeting is optional.
- 16.3 All proponents will be responsible for recording their presence at the Meeting with the City's representative.
- 16.4 Oral questions will be allowed at the Meeting, however questions of a complex nature, or questions where the suppliers require anonymity, should be forwarded in writing to <u>purchasing@victoria.ca</u>.

17.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 17.1 Submission of a proposal indicates acceptance of all the terms and conditions set out in the RFP, including but not limited to those that follow and that are included in all appendices and any Addenda.
- 17.2 A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representation in the Proponent's Proposal.
- 17.3 The Consultant will be required to enter into a written contract, in a form approved by the City Solicitor. The attached Appendix A *Professional Services Agreement* will form the basis of the contract from this RFP and may include other terms and conditions to be finalized to the satisfaction of the City, if applicable. Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept the Appendix A *Professional Services Agreement* or any associated content, Schedules etc.

Such proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.

18.0 CONTRACT FINALIZATION DELAY

18.1 If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either engage with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

THE CORPORATION OF THE CITY OF VICTORIA REQUEST FOR PROPOSAL 23-134 CONSULTING SERVICES – CENTENNAIL SQUARE IMPROVEMENTS PHASE 1 TERMS OF REFERENCE (SCOPE OF WORK)

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INTRODUCTION

The City is requesting proposals from qualified Consultants/ Consulting firms to provide design, construction documentation, cost estimating and construction administration services for Phase 1 of the Centennial Square Improvements project in the City of Victoria. Although only Phase 1 will be awarded at this time, the City is seeking a team capable of delivering all phases of the Centennial Square Improvement Plan and proponents will be evaluated on their qualifications to do so. Although only Phase 1 will be awarded at this time, the City reserves the right to retain the successful team to provide additional consulting services for subsequent phases at a later date.

BACKGROUND

Every great city has a public square where people congregate for civic gathering, public celebration, play, or come for quiet contemplation; a place where public life happens. Centennial Square is Victoria's main civic, ceremonial, and recreational plaza and serves as a venue for different events and large public gatherings including ceremonies, demonstrations, displays of public art, theatre and music performances, cultural festivals and local markets.

The Downtown Public Realm Plan adopted in 2017 identifies Centennial Square as a priority public realm improvement, specifically to improve activation, make it a more child and family-friendly space, improve the capacity for events, and identify opportunities to improve connections. As part of implementation of the Downtown Public Realm Plan, staff initiated a planning process in early 2018 to develop an Action Plan for Centennial Square to:

- Address immediate operations and maintenance issues, including accessibility improvements;
- Confirm programming and 'quick win' opportunities to activate the plaza;
- Provide conceptual design for a plaza 'refresh' and phased implementation over the short to medium term; and
- Develop a long-term strategic framework for more comprehensive redevelopment of the parkade structure.

On July 17, 2019, the concept design developed as part of the Centennial Square Action Plan was approved by Council. The concept design reflects the outcome of extensive community engagement completed through development of the plan, which determined the elements included in the design.

Since approval of the concept design, an area of heaved paving around a large canopy tree in the middle upper terrace was removed, a low brick wall was constructed, and plantings were installed. Retention of the tree, which was to be removed per the approved concept design, was reflected in an updated concept presented to Council in June 2023. Later that summer Council approved an amendment to the 2023 Financial Plan to include budget to complete the detailed design for phase 1.



PHASE 1

- 1. Accessible ramp
- 2. Planter / Water feature
- Rest and shade area with seating terraces, new shade trees and play space and features
- 4. Planter and understory plantings around existing large canopy tree
- Additional lawn area with new shade trees
- 6. Seating steps at opened platform
- Splash park with in-ground spray features around existing monoliths
- 8. Commercial unit/ kiosk
- 9. Improved seating at perimeter

FUTURE PHASES

- 10. Indoor multipurpose space
- 11. Enclosed commercial space
- 12. Improved lawn area
- 13. Transit hub with large canopy structure
- 14. Bike parking

CENTENNIAL SQUARE IMPROVEMENTS - UPDATED DESIGN CONCEPT

Figure 1: Centennial Square Improvements Concept Design and Phasing Diagram

DESIGN COMPONENTS / REQUIREMENTS

Phase 1:

1. Accessible Ramp

A new ramp located near the entrance to City Hall will provide an accessible connection between the upper terrace to the east and the main plaza to the west.

2. Planter/Water Feature

A planter located between the ramp to the south and seating zone to the north provides an opportunity for increased greenery and an interactive water feature.

3. Rest and Shade Area with Seating Terraces, New Shade Trees and Play Features

Located between the upper terrace and main plaza is a seating area that achieves a grade change through new seating steps/platforms with integrated shade trees. This area should also include formal and informal play elements. Steps will provide a connection between the upper and lower levels at the north side.

4. Planter and Understory Plantings around Existing Large Canopy Tree

This area features a large but low brick planter recently constructed around an existing large mature shade tree. This feature may be modified to better suit the overall design.

5. Additional Lawn Area with Shade Trees

A set of planters located at the north edge of the upper terrace will provide expanded green space and include new trees and understory planting.

6. Seating Steps at Opened Platform

The existing platform will be modified to provide a more functional edge in form of seat steps that allow for expansion of the upper zone, better access, more seating and viewing opportunities. This area is also part of the expanded play zone and could host interactive play elements. There is currently a portable toilet at this location that will not be retained.

7. Civic Plaza with Interactive Water Feature

The design intent for the civic plaza is to create a flexible space for special events and programming by replacing the existing pool, monoliths and concrete tiara with an interactive water feature that provides day-to-day interest, activity and enjoyment for the community but does not act as an obstruction during special events.

8. Commercial Kiosk

The concept includes a commercial kiosk that is intended to activate and enliven the square. The final location of the commercial kiosk will be determined as part of the concept update process to be completed as the first task of this project. Relocation to the west nearer to Pandora Ave should be considered.

9. Improved Seating at Perimeter

Playful seating elements are located around the lower plaza to create interest and provide refuge at the edges of this active space. Modular site furnishing that can deployed seasonally should also be considered.

Future Phases:

10. Enclosed Multi-Purpose Area

The undercroft zone is envisioned as an enclosed, adaptable, and flexible space that serves the community. The City currently uses this space to operate a very successful free bike valet service. The final design should continue to accommodate the bike valet while including upgrades to the building and infrastructure to allow for full enclosure of the space and better integration with the square.

11. Enclosed Commercial Space

Conversion of the existing outdoor stage to a commercial operation that will draw more people to the square, contribute to a "sticky edges" approach, and encourage positive activities that contribute to a more welcoming and safer environment for all.

12. Improved Upper Lawn Area

Improvements to the upper terrace lawn will provide better access to the lawn for all ages and abilities and provide for better use of the space.

13. Transit Hub

This design component features a large shelter that creates a sheltered waiting area for those using public transit. The final size and placement of the canopy will be confirmed during the concept update process.

14. Bike Parking

A large bike parking is located along the North façade of the City hall. New bike parking should not impede pedestrian circulation into the square or along Douglas Street.

CONSULTING TEAM

The team must have proven experience in the design and construction of civic spaces including urban plazas and parks, as well as proven grading and site servicing capabilities. Expertise in the design of interactive water features is also required.

The consulting team must include, but is not necessarily limited to, the following professionals:

- Landscape Architect (Registered member of the BCSLA) with demonstrated expertise in urban design, grading and drainage, site servicing, construction detailing, public realm design, planting design and irrigation design to act as prime consultant and lead the design of the Square.
- Architect (Accredited by the AIBC) to provide design services related to the commercial kiosk, undercroft renovations, commercial space at McPherson Theatre, and transit hub.

- Civil Engineer (Accredited by the Association of Professional Engineers and Geoscientists of British Columbia)
- Structural Engineer (Accredited by the Association of Professional Engineers and Geoscientists of British Columbia)
- Electrical Engineer (Accredited by the Association of Professional Engineers and Geoscientists of British Columbia)
- Mechanical Engineer (Accredited by the Association of Professional Engineers and Geoscientists of British Columbia)
- Geotechnical Engineer (Accredited by the Association of Professional Engineers and Geoscientists of British Columbia)
- Arborist (ISA certified, TRAQ credential)
- Professional Surveyor (Accredited by the BC Association of Land Surveyors)
- Professional Quantity Surveyor (Member of the CIQS)
- CPTED specialist
- Accessibility and universal design specialist/consultant

The following are optional:

• Water feature design specialist



REVISED DESIGN AND CONSTRUCTION BUDGET APPROVAL



SCOPE OF WORK

The following criteria are provided to ensure that proposals provide enough information to explain each proposed project phase or step. Any tasks not identified here, but required to complete the Work, shall be identified by the Proponent in their Proposal. Proponents are encouraged to augment and refine the requirements as necessary if they can demonstrate that desired project outcomes can be better achieved. Proponents are encouraged to develop proposals that are appropriate for the Victoria context, incorporate best practices, and demonstrate cost-effective approaches that result in timely and efficient outcomes.

City staff will provide key background and technical information including an initial set of project goals and objectives, starting points and assumptions based on the established policy framework and council direction.

The City Project Manager will coordinate input and liaise with key City staff and departments throughout the process to support the work of the consultant. Stakeholder engagement will be led and coordinated by City staff with presentation materials and facilitation support from the consultant team for key events.

There are three steps required to complete this project:

Step 1 – Concept Design Update
Step 2 – Detailed Design / Construction Documents
Step 3 – Tender Support & Contract Administration

STEP 1 – Concept Design Update

- 1. Attend a project initiation meeting with City staff within two weeks of award of the RFP to discuss and confirm study purpose, design and engineering parameters, methodology, milestones, reporting, project schedule, engagement plan, and interim and final deliverables.
- 2. Conduct a site walkthrough with City staff to review existing site conditions and surrounding context.
- 3. Engage sub-consulting services as required to complete the work (refer to list of required professionals).
- 4. Conduct a review of the Centennial Square Action Plan documents and other relevant background documents provided by City staff.

The City will provide the following information:

- Links to supporting City documents which provide policy guidance;
- Official Community Plan;
- Parks and Open Spaces Master Plan;
- Urban Forest Master Plan;
- Centennial Square Action Plan; and
- Online (VicMap) mapping and data, including contours, orthographic photographs and general infrastructure information. LiDAR data is also available from the City <u>VicMap | Victoria</u>
- All available as-built drawings

- 5. Conduct a site survey. The survey should be completed by a BC Registered Professional Land Surveyor using geodetic reference system NAD83 and be provided in Auto-CAD and pdf. The survey should include, but not be limited to: all property lines and extend 10m beyond the extent of the park property line where applicable; ROWs, above and below ground utilities; spot elevations; contour lines at 0.25m intervals; existing signage and above ground site elements; trees and vegetation with spot elevations at the base of the trunk and at the edges of the dripline; curbs; gutters; manholes; catch basins; environmental monitoring wells; and electrical and water lines serving the site.
- 6. An ISA certified Arborist with TRAQ qualifications is to provide the following:
 - A detailed tree investigation report noting the current condition of all trees on site that may be impacted by the proposed scope of work or site activities. This includes all trees within 15m of proposed work areas or areas accessed for construction. The report is to detail size, species and condition of the trees, as well as include recommendations for pruning or lifting of limbs, required work setbacks, guidelines for working within root zones, and locations of tree protection fencing;
 - On site monitoring of all activities taking place adjacent to existing trees or within the critical root zones of trees;
 - Regular site reporting including photographic evidence of on-site practices that may occur within the root zone of tree; and
 - A final report detailing completion of the project with a professional assessment of the condition of the trees upon project completion.
- 7. Provide geotechnical services as required for the project area throughout the Design Services part of this project, including an investigation and report with recommendations. Geotechnical scope of work shall include everything anticipated to be necessary to complete the project as described. Any additional geotechnical testing required arising from changes to original scope of project is to be identified and facilitated by the Consultant with a Contemplated Change Order request submitted to the City.
- Contact third party utilities to obtain data sets as needed. Compile and assemble digital information into a base plan of existing conditions and submit to the City. All available square servicing information is on VicMap: <u>VicMap | Victoria</u>. Additionally, utility information must be collected by submitting a utility locate request through BC One Call and/or by contacting utility providers directly.
- 9. Conduct site visits as necessary to assess existing conditions and confirm design.
- 10. Prepare and submit a detailed project schedule showing tasks and milestones. Coordinate and adjust schedule throughout the design and construction documentation stages as needed.
- 11. Prepare a program outline/design brief to detail the program requirements based on the completed site analysis, review of background documents, construction budget, initial engagement and consultation with City staff. Prepare a list of recommended changes to the Centennial Square Improvement Plan design concept along with supporting rationale.
- 12. Identify other financial considerations related to the design, construction, maintenance and operations of the plaza.

13. Stakeholder meetings: The consultant, in collaboration with City staff, will be responsible for planning and facilitating the meeting and for the preparation, production and set-up of presentation materials. Prepare written summaries/records of stakeholder meetings for submission to the City within one calendar week of the meeting occuring. Allow for four (4) stakeholder meetings.

The City will provide the following:

- List of key project stakeholders;
- Coordination and monitoring of online and social media communications;
- Communications to update the public on progress and events via City media channels (using materials provided by Consultant);
- Scheduling of meetings;
- Venue reservations and rental costs; and
- City staff support at stakeholder events
- 14. Consider preliminary conceptual grading ideas for the site and low impact approach to stormwater management.
- 15. Consider the protection of existing trees.
- 16. Prepare a preliminary draft concept design report illustrating proposed layout of all elements, surfacing, furnishings, lighting, conceptual grading/drainage, trees and other plantings, programming, and event considerations.

Report to include at a minimum the following:

- Updated Concept Plan (scale 1:200 min., rendered).
- Detailed layout plans showing key areas and/or design elements (min. scale of 1:100, rendered).
- Illustrations showing how the Square will be used at different times of the day, during special events such as markets, concerts, etc. (indicate size of events/number of spectators).
- Sections (min. of one along E-W axis of square, rendered).
- 3-D model (i.e., sketch up)
- Design options for renovation of the undercroft and the commercial space at McPherson Theatre (min. of 2 each).
- Design revision list outlining changes from the Centennial Square; Improvements Updated Design Concept along with supporting rationale.
- Class D cost estimate.
- Updated vision statement for the Square.
- Written narrative describing the role of the Square in the broader downtown open space network context.

- Written description outlining the approach to achieving "sticky edges" as part of the shortand long-term plans.
- Written rationale supporting the proposed design.
- Submit preliminary draft concept design report to Parks staff for review and feedback. Respond to questions/requests for clarification from COV.
- Present the preliminary draft concept design to COV staff (Technical Review Group Meeting #1).
- Allow for one design review meeting with COV Parks staff to discuss proposed design and resolve issues.
- 17. Prepare final concept design report incorporating feedback received from COV staff.
- 18. Submit final concept design report to COV Parks staff.
- 19. Assist COV Parks staff in preparing Council Report seeking approval of updated concept design.
- 20. Attend Council meeting and assist COV Parks staff in presenting the updated concept design to Council for approval.

STEP 2: Detailed Design / Construction Documents for Phase 1

- 1. Prepare preliminary tree preservation plan and impact assessment for the project area to assess impacts and to provide recommendations for removal and replacement or retention and protection.
- 2. Prepare and present a SCHEMTIC DESIGN package (30%) and Class C cost estimate to staff (Technical Review Group Meeting #2).
- 3. Prepare 60% design documents, draft technical specifications and costing for the Project.
- 4. Submit the 60% complete design documents including drawings (see Step 2 Deliverables), draft technical specifications and Class C cost estimate.
 - Submit in PDF format to COV for review (2 weeks). Provide one (1) full size copy of the entire set along with digital PDF format. Provide additional hard copies as needed.
 - Present 60% design and updated cost estimate to COV staff (Technical Review Group Meeting #3).
 - Respond to questions/requests for clarification from COV. Allow for one design review meeting with COV Parks staff to resolve design issues.
- 5. Prepare and submit 90% complete design documents including drawings, technical specifications and Class B cost estimate. Respond to COV technical review comments in the design review tracking sheet (Excel) that will be provided following review of the 60% submission.

- Submit in PDF format to COV for review (2 weeks). Provide one (1) full size copy of the entire set along with digital PDF format. Provide additional hard copies as needed.
- Respond to questions/requests for clarification from COV. Allow for one design review meeting with COV staff and to resolve design issues.
- 6. Prepare and submit an Accessibility Design Services review at 30% and 60% design to review overall accessibility of the design.
- 7. Prepare and submit a Crime Prevention Through Environmental Design (CPTED) review at 30% and 60% design.
- 8. Prepare and submit 100% Issued for Review construction documents including drawings, technical specifications and Class B cost estimate. Respond to COV technical review comments in the design review tracking sheet (Excel) that will be provided following review of the 60% submission.
 - Allow for one review meeting with COV staff and to receive feedback and resolve issues.
- 9. Prepare and submit design review tracking sheets (excel template provided by the City) at each design submission.
- 10. Update the rendered plan, 3-D model and graphic materials as required by the City for presentation and communication purposes at 100%-for-Review submission.
- 11. Prepare and submit signed and sealed Issued-for-Tender (IFT) drawings, technical specifications and detailed cost estimate, not exceeding the construction budget for final approval by the City. In collaboration with City staff, determine optional price items/scope and adjust drawings as needed. Provide one (1) full size copy of each set along with digital PDF format. Respond to COV technical review comments on the 100% Issued for Review comment tracking sheets (excel).
- 12. Prepare Schedules of Assurance, as required

STEP 3: Tender Support and Contract Administration

- 1. TENDER SERVICES: Provide tender services, inclusive of responding to bidder questions, preparing addenda, and issuing the Issued-for-Construction (IFC) package.
- CONSTRUCTION DOCUMENTATION: Prepare and submit signed and sealed Issued-for-Construction (IFC) construction documents including a bid form consisting of drawings and specifications to be tendered as a lump sum stipulated price contract outlining in detail the requirements for construction of the Project. Provide one (1) full size copy of the entire set along with digital PDF format and AutoCAD file.
- 3. CONSTRUCTION ADMINISTRATION: Including but is not limited to monitoring construction and attending weekly or bi-weekly site meetings during construction; issuing site-meeting minutes within 48-hours of each meeting; preparing all site instructions, CCOs, and site clarifications; reviewing contract changes that effect design and costs; coordinating and leading all logistical issues that arise during construction; alerting the City when key infrastructure is to be reviewed and approved on site; leading the substantial completion process; issuing final acceptance in collaboration with COV staff; and ensuring the project is constructed as per the contract documents.

More specifically, the Landscape Architect shall, in each case unless the City determines otherwise:

- Be a representative of the City acting as the "Consultant" as defined in the Construction Contract.
- Advise and consult with the City acting as the "Consultant" as defined in the Construction Contract.
- Have the authority to act on the City's behalf to the extent provided in the Agreement and the Construction Contract Documents.
- Have access to the Construction Work at all times wherever it is in preparation or progress.
- Act as the Managing Landscape Architect for the Project, which role will include without limitation, providing overall liaison, control, coordination and communication between all parties for the Project.
- Forward all instructions from the City to the Contractor.
- Carry out the general review of the construction work.
- Examine, evaluate and report to the City upon representative samples of the construction work.
- Keep the City informed of the progress and quality of the construction work, and report to the City defects and deficiencies in the construction work observed during the course of the site reviews.
- Determine the amounts owing to the Landscape Contractor under the construction contract based on the Landscape Architect's observations and evaluation of the Contractor's application(s) for payment.
- Issue certificates for payment under the Contract for construction work performed.
- Interpret the requirements of the Contract Documents and make findings as to the performance thereunder by both the City and the Contractor.
- Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Contractor.
- Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or performance of the Construction Work or the interpretation of the Contract Documents.
- Render interpretations and findings consistent with the intent of, and reasonably inferable from, the Contract Documents; showing partiality to neither the City nor the Contractor; but shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.

- Have the authority to reject work that does not conform to the Contract Documents, and whenever, in the Landscape Architect's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed.
- Review and take other appropriate action with reasonable promptness upon such Landscape Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the construction work as provided in the Contract Documents.
- Prepare contemplated change orders, change orders, and change directives for the City's approval and signature in accordance with the Contract Documents.
- Have the authority to order minor adjustments in the Construction Work which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the Contract price or an extension of the Contract time.
- Supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Landscape Architect and the Contractor.
- Determine the dates of Substantial Performance of the Construction Work and in accordance with the Contract and issue a certificate of completion for each Sub-Contractor of the Landscape Contractor in accordance with the progressive release of holdback permitted by the Builders' Lien Act.
- Receive from the Contractor the operations and maintenance manuals and related documents and evaluate them for conformance to the Contract requirements.
- Determine the date of Total Performance of the Construction Work and issue a written certificate of the same.
- Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
- Prepare record drawings showing changes in the Construction Work made during construction based on marked-up as-built drawings, and other data furnished by the Contractor to the Landscape Architect, provided that the accuracy of such information shall be the sole responsibility of the Construction Contractor; and
- Prior to the end of the period of one year following the date of Substantial Performance of the Construction Work, review any defects or deficiencies which have been reported or observed during that period, and notify the Contractor in writing of those items requiring attention by the Contractor to complete the Construction Work in accordance with the Contract.

Future Phases

After the completion of Phase 1 construction, staff will seek approval from Council for detail design for future phases. Sequencing and priorities of the future work will be identified during the Concept Design update process during the Step 1 of this project.

Elements of the concept design to be delivered in future phases include (as per Current Concept, Figure 1):

- Undercroft conversion (10)
- Enclosed commercial space at existing stage (11)
- Improved lawn area (12)
- Transit hub with large canopy structure (13)
- Bike parking (14)

Scope and Deliverables for future phases will be defined under a separate contract at a later date. The City reserves the right to carry out these works with the successful proponent of Phase 1 or another team to be chosen through a separate competitive process, pending the results of this contract.

BUDGET

Approximate Phase 1 construction budget: \$7.5M - \$9M.

PROJECT SCHEDULE

A project schedule for the Project shall be provided by the successful proponent. The schedule must include all key tasks outlined in the scope of work from project award to the beginning of the tender phase.

The anticipated timeline for Phase 1 is as follows:

- Contract Award: December 2023
- Concept Design Update: Dec 2023 March 2024 (4 months)
- Council Report/Presentation: April 2024
- Detailed Design: April Nov 2024 (8 months)
- Tender Phase: Dec 2024 Feb 2025 (3 months)
- Construction: March 2025 Dec 2025 (10 months)

PROJECT DELIVERABLES

STEP 1:

- Meeting agenda, presentation materials and minutes
- Project schedule, updated on a bi-weekly basis
- Site survey
- Stakeholder feedback and recommendations summary
- Draft concept design report (as described in scope of work)
- Final concept design report

STEP 2:

- 30% schematic design submission, including but not limited to:
 - Layout and materials plan
 - Preliminary grading plan
 - Preliminary site servicing plan
 - Preliminary planting plan
 - Preliminary lighting plan
 - Updated 3D model
 - Class C cost estimate

The preliminary planting plan should show the location of existing trees/ understory vegetation and identify the critical root zones and location of tree protection measures, corresponding with the preliminary tree preservation plan and impact assessment.

- 60% complete construction documents consisting of but not limited to the following:
 - Construction drawings
 - Cover sheet
 - Existing conditions/demolition plan
 - Tree management and protection plan/details
 - Layout and materials plan
 - Grading and drainage plan with cut/fill analysis
 - Sections and elevations
 - Construction details
 - Site servicing plan/details
 - Interactive water feature(s) mechanical plan/details
 - Planting plan/details
 - Irrigation plan/details
 - Signage and pavement markings plan/details
 - 60% draft technical specifications
 - Class C cost estimate
 - Preliminary storm water management brief outlining the design assumptions and conceptual engineering scheme to manage both quantity and quality of run-off. Reference: Green Stormwater Infrastructure Common Design Guidelines (for the Capital Region); and
 - Accessibility design standards checklist
- 90% complete construction documents, consisting of but not limited to the following plan drawings, sections and other documentation as appropriate to describe the size and character of the park development project:
 - Construction drawings as listed for 60% plus:
 - Erosion and sediment control plan
 - Existing Monoliths and Concrete Tiara Salvage, Transport and Storage Plan
 - 90% draft technical specifications
 - Class B Costing
 - o Updated accessibility design standards checklist
 - Final storm water management brief that provides the detailed calculations and the design based on the accepted principles in the Preliminary Report. Reference: *Green Stormwater Infrastructure Common Design Guidelines (for the Capital Region)*
 - Written responses in design review tracking sheets at 60% submission (Excel)

- 100% Issued for Review construction documents, consisting of but not limited to the following:
 - Construction drawings as listed for 90%
 - Technical specifications
 - Class B Costing
 - Written responses in design review tracking sheets at 90% submission (Excel)
- Issued for Tender (IFT) construction documents, consisting of but not limited to the following:
 - Construction drawings as listed for 100% Issued for Review
 - Technical specifications
 - o Class B Costing
 - Written responses in design review tracking sheets received at 100% Issued for Review submission (Excel)

STEP 3: Deliverables

- TENDER SERVICES:
 - Prepare Addenda for issuance by the City including responses to questions from bidders and clarification sketches as needed.
- CONSTRUCTION DOCUMENTS:
 - Signed and sealed Issued-for-Construction (IFC) documents including a bid form consisting of drawings and technical specifications to be tendered as a lump sum stipulated price contract.
- CONTRACT ADMINISTRATION:
 - Meeting minutes, notes and images of all meetings and site inspections
 - Site notes, instructions, reports, sketches and images
 - Supplemental Instructions Infraction and deficiency reports
 - Construction log
 - Weekly progress reports
 - Payment Certificates, Certificate of Final Payment
 - Spread sheets summarizing tender items and the percent completion of work performed by the Contractor Prior to issuing a Payment Certificate
 - Interpretations and findings in written or graphic form
 - Contemplated change notices (CCN), change orders (CN) and change directives, and any required drawings / sketches
 - Certificates of Completion
 - As-built / record drawings in both Auto-CAD and PDF format and coordination of all documentation and correspondence