



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

ROCK SCALING SERVICES

February 18, 2021

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen (RDOS) is requesting proposals from suitably qualified contractors to conduct rock scaling along a portion of the KVR trail above Naramata B.C.

1.2. BACKGROUND

The RDOS provides services for six municipalities and nine electoral areas. It has a geographic area of approximately 10,400 km² and serves 82,000 residents. Through the Regional Trails Program, the RDOS maintains and enhances over 250km of rail trails that connect the regions communities with a recreational trail.

2. SCOPE OF WORK AND SCHEDULE

2.1. SCOPE OF WORK

To perform rock scaling work along the KVR right-of-way between Smethurst and Glenfir parking areas as identified by RDOS's on site Geotechnical engineer.

The general work location is shown on a map in Schedule A. Specific work locations and prescriptions will be advised on site by the RDOS's Geotechnical engineer.

Work to include but not limited to,

- Site management, including protocols to prevent public access to active work areas
- Site safety
- Removing unstable rocks from slopes based on direction from RDOS's Geotechnical Engineer
- Clearing the trail of fallen rock debris.
- Re-grading portions of the trail that are disturbed in the course of the work.

Areas that will be used for mobilization, storage and access must be approved by the RDOS and, at the completion of the work, must be returned to pre-work condition. This will include grading, replacement of soil/surfacing and revegetation.

The contractor should take care to minimize damage to vegetation while completing the work.

Estimated time to complete up to 10 days

2.2. SCHEDULE

The RDOS targets completion date no later than March 31, 2021.

3. INSTRUCTIONS TO PROPONENTS

3.1. FORCE ACCOUNT RATES

The RDOS is requesting proponents to provide all-found Force Account rates for manpower, equipment, mobilization and demobilization using the form included in Schedule B. Equipment listed in Schedule B has been determined necessary to complete works. Proponents may propose alternate equipment.

3.2. EXPERIENCE

The proponent must show they have an understanding of the work, what the work involves and what is required to complete the project. Proponent must demonstrate that their team has completed three (3) projects of similar scope.

All professional certifications and safety documentation as it pertains to rock scaling must be included in the proposal.

3.3. SAFETY PLAN

The Proposal shall describe the proponent's corporate safety plan. Prior to the start of the Work, the successful Proponent will be required to supply the Regional District with a site-specific Work Safety Plan, including provisions for Covid-19.

3.4. ENVIRONMENTAL PLAN

The Proposal shall include the proponent's environmental management plan including their Spill Contingency Plan.

3.5. INSURANCE REQUIREMENTS

The successful Proponent will be required to provide proof of insurance. Minimum insurance requirements are included in Schedule D.

3.6. PROPOSAL SUBMISSIONS

Proposals will be accepted in hardcopy and/or by email.

Hardcopy proposal submissions and their envelopes should be clearly marked with the name and address of the Proponent, the RFP title, and be addressed as follows:

Community Services Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9

Email proposal submissions should include the RFP title in the subject line, and be sent to the Project Contact:

Kyle Gabelhei kgabelhei@rdos.bc.ca

Proposals must be received on or before the Closing Time of:

TIME: March 3, 2021

DATE: 10:00AM PST

The Proponent is responsible for ensuring its Proposal is received at the address or email set out above by the Closing Time.

Proponents wishing to make revisions to their Proposal after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the Project Contact listed above.

Proposals received after the Closing Time will not be considered.

3.7. INQUIRIES

Proponents must carefully examine the RFP documents for any other factor that may affect the Work. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to undertaking of the Work.

Proponents finding discrepancies or omissions in this RFP, or having doubts as to the meaning or intent of any provisions therein, should immediately notify the Regional District project contact. If there are any changes, additions, or deletions to the RFP, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda will become part of the RFP. Receipt of Addenda should be acknowledged by the Proponent in their submission.

Verbal discussions between the Proponent and the RDOS (including Regional District directors, trustees, management, Parks and Recreation Commission members, or staff) shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

All project inquiries must be submitted by:

DATE: February, 26 2021

TIME: 10:00AM PST

4. GENERAL TERMS OF PROPOSAL PROCESS

4.1. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of a Proposal are to be borne by the Proponent. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that may or may not result in acceptance of the Proposal and award of a contract.

4.2. PROPOSAL CONFIDENTIALITY

All Proposal submissions become the property of the Regional District and will not be returned. The Regional District reserves the right to make copies of Proposals for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. If the Proponent believes any of the information provided by them in their Proposal is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

4.3. CONFLICT OF INTEREST

Proposals must disclose any actual or potential conflicts of interest and existing business relationships the Proponent may have with the Regional District, its elected or appointed officials or employees. The Regional District may rely on such disclosure.

4.4. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. By submission of a Proposal, the Proponent certifies that there is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

4.5. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4.6. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the acceptance of a Proposal and the execution of a formal written contract.

4.7. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from the Regional District, and will be sent to the successful Proponent at the address given in the submitted Proposal. Following acceptance, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out in their Proposal. Acceptance of a Proposal may be subject to approval by the RDOS Board of Directors.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in Schedule C. The agreement attachments will include the entire Request for Proposal, the Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

4.8. WORKERS COMPENSATION ACT

While undertaking the Work, the Contractor will be required to meet or exceed at all times the Provincial Occupational Health and Safety Regulations. The Contractor will be designated as the Prime Contractor for the purposes of health and safety of the Work site as set out in the WCB Act Section 118, and the Occupational Health and Safety Regulations Sections 3 and 20.

The Proponent, and any proposed sub-contractor(s), should provide a Workers Compensation Board Registration Number in the Proposal and shall at the time of signing a contract, provide proof of having an account that is active and in good standing with Work Safe BC.

4.9. General

The Regional District reserves the right to reject any or all quotations, to waive any informality, to accept in whole or part such quotations as may be deemed in the best interest of the Regional District. The Regional District also reserves the right to cancel this RFP at any time.

The Regional District of Okanagan-Similkameen reserves the right to negotiate on any details – including changes to specifications and price. If specifications require significant modification, all business providing quotations shall have the opportunity to adjust their quotes.

Schedule A – Locations



Schedule B – Force Account Rates

All prices quoted are to be all inclusive, as well as:

1. In Canadian dollars;
2. Inclusive of duty, where applicable;
3. FOB to construction site;
4. Exclusive of GST.

Manpower	Contractor Proposed Manpower Details	All-Found Rates ¹		
		Daily	Hourly	Standby
Scaler 1				
Scaler 2				
Operator 1 /Foreman				
Operator 2				
Crew Truck 1				
Crew Truck 2				
Excavator 1 15-20 ton, long reach				
Excavator 2 Clean-up				

Mobilization & demobilization rate, excavator 1, _____ (per 1-way haul)

Mobilization & demobilization rate, excavator 2, _____ (per 1-way haul)

¹ Rates are to be inclusive of meals, travel time, travel mileage, fuel, and accommodations.

Schedule C – Sample Contracting Services Agreement

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made the ___ day of ____, 2021.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

NAME
Address
Address

(hereinafter called the "Contractor")

OF THE SECOND PART

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Contractor in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Contractor's Duties

The Contractor shall provide to the Regional District all services to complete, **OR**

Proposed in Schedule A

- 1.2 In performing the Work under this agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of skill, care and diligence required to the performance of such Work at the time and place the Works are performed.
- 1.3 It is agreed that in awarding the Work encompassed within this agreement to the Contractor, the Regional District has relied upon the Contractor's representations concerning the expertise of certain identified personnel in the employ of the Contractor. It is agreed that, in performing the Work under this agreement, the Contractor shall assign such identified personnel to the Work.
- 1.4 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the Work. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the work program. The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.

- 1.5 The Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. The Contractor shall provide a cost-efficient design that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available materials. The Contractor shall provide for all quality control reviews required by governmental authorities having jurisdiction over the Work.
- 1.6 To ensure that the Work is processed in a timely manner, the Contractor and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Contractor on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Contractor will be processed by the Regional District within 7 days of receipt.
- 1.7 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

Article 2 Special Tools and Equipment

- 2.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 2.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the Work shall be considered to be within the overhead of the Contractor.
- 2.3 If the Regional District specifically authorizes, in writing, that the Contractor shall purchase any special tool, equipment, or other thing at the expense of the Regional District then such items shall become the property of the Regional District. The Contractor shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the Work, the Contractor shall deliver all such special tools, equipment and other things to the Regional District.

Article 3 Sub-Contractors

- 3.1 The Contractor may, with the prior written approval of the Regional District, engage the services of sub-contractors to perform work which the Contractor is unable to perform.
- 3.2 The Contractor shall advise the sub-contractors in writing prior to their participation in the Work of the duties and obligations arising out of this agreement between the Contractor and the Regional District.
- 3.3 The Contractor shall be responsible to the Regional District for all work carried out by sub-

contractors in connection with the Work as if such work had been performed by the Contractor.

- 3.4 The Contractor shall be responsible to the Regional District for the acts and omissions of all sub-contractors, their employees and agents, as if such sub-contractors, their employees and agents, were persons directly employed by the Contractor.

Article 4 Termination and Suspension

By the Regional District:

- 4.1 If the Regional District decides for any reason not to proceed with the Work or to end the work prior to the contract term end date, the Regional District may terminate this agreement by giving five (5) days notice to the Contractor. Upon receipt of such notice, the Contractor shall perform no further services other than those reasonably necessary to close out the Work.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement.

By the Contractor:

- 4.2 If the Contractor decides for any reason to terminate work prior to the contract term end date, the Contractor may terminate the agreement by giving five (5) days notice to the Regional District.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement.

Article 5 Compliance with Laws

- 5.1 The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and provide proof of good standing upon time of contract signing to the Regional District.

- 5.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 6 Insurance

- 6.1 At the time of signing this Contracting Services Agreement, the Contractor shall provide, maintain, and pay for all insurance as outlined on the attached **Certificate of Insurance – Standard Contractor's Certificate Form** as provided. This form must be completed by the Contractor's insurance broker and returned to the Regional District.

- 6.2 General Liability Insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as included on the Certificate of Insurance Form.

This insurance shall be maintained continuously from commencement of the Work until the date of the completion certificate.

6.3 Equipment Insurance:

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Regional District shall not be liable for any loss or damage to the Contractor's equipment, including loss or use thereof. Each and every policy insuring the Contractor's equipment to be used on the Work shall contain the following clause:

"It is agreed that the right to subrogation against the Regional District or any of its officers, employees or agents of their parent, subsidiary, affiliated or associated companies or corporations is hereby waived."

6.4 The Contractor shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Contractor.

The Regional District shall, at all times, indemnify and save harmless the Contractor and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

Article 7 Arbitration

7.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.

7.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the Work or in the affairs of either the Regional District or the Contractor.

Article 8 Independent Contractor

8.1 Nothing in this agreement or the Contractor's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Contractor shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 9 Waiver

9.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 10 Records and Audit

10.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Work or for such extended period as the Regional District may request in advance and in writing.

- 10.2 The Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Work at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

Article 11 Successors and Assigns

- 11.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.
- 11.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 12 Notices

- 12.1 All notices required by this agreement to be given by either party shall be deemed to be properly given and received within two (2) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

Article 13 Term

- 13.1 The parties hereto agree that the Term of this Contracting Services Agreement will be; from [redacted] until [redacted]

Article 14 Entire Agreement

- 14.1 This agreement constitutes the sole and entire agreement between the Regional District and the Contractor relating to the Work and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 14.2 The Contractor will supply at time of signing of this agreement, an updated clearance letter for Worksafe BC. It is the Contractor's responsibility to keep their status up to date during the contract and notify the RDOS of any status changes.
- 14.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing
Authority of the
**REGIONAL DISTRICT OF
OKANAGAN - SIMILKAMEEN**
was hereto affixed:

Karla Kozakevich, Chairman

Bill Newell, Chief Administrative Officer

The signatures of the Signing
Authority of
Name of Consultants
was hereto affixed:

Authorized Signatory

Authorized Signatory

SAMPLE

Schedule D – Insurance Requirements

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount	
Section 1 Comprehensive/Commercial General Liability (Please see Particulars on Page 1)		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Umbrella Limit \$ _____ Excess Limit \$ _____ Deductible MINIMUM PER OCCURRENCE \$5,000,000	
Section 2: <input type="checkbox"/> indicates that the coverage is included. Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit MINIMUM \$5,000.000 Reviewed: Broker Initials <input type="checkbox"/>	
Section 3: <input type="checkbox"/> indicates that the coverage is included. Contractor's Equipment:		From: To:	\$ _____ Limit \$ _____ Deductible Reviewed: Broker Initials <input type="checkbox"/>	
Section 4: <input type="checkbox"/> indicates that the coverage is included. Professional Liability <input type="checkbox"/> Claims Made Basis <input type="checkbox"/> Coverage Primary and not contractual		From: To:	\$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible Per Claim, minimum \$50,000 Reviewed: Broker Initials <input type="checkbox"/>	
Section 5: <input type="checkbox"/> indicates that the coverage is included. Builder's Risk:		From: To:	\$ _____ Limit \$ _____ Deductible <input type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured Reviewed: Broker Initials <input type="checkbox"/>	
Section 6: <input type="checkbox"/> indicates that the coverage is included. Other:		From: To:	\$ _____ Limit \$ _____ Deductible Reviewed: Broker Initials <input type="checkbox"/>	

The Insurer confirms the above details are accurate and reflect the Insured's coverage. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

 (Authorized to Sign on Behalf of Insurers)

 Date Signed

 Insured's

 Date Signed