

**REGIONAL DISTRICT OF OKANAGAN-  
SIMILKAMEEN REQUEST FOR PROPOSALS**

**Similkameen Rail Trail**

**June 14, 2021**

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## **1. INTRODUCTION**

### **1.1. PURPOSE**

The Regional District of Okanagan-Similkameen (RDOS) is requesting submission of proposals from suitably qualified contractors to construct one or more sections of an approximately 3.5km long, 3- meter-wide non-motorized trail. The trail will follow the old Vancouver, Victoria and Eastern (VVE) railway right-of-way between Becks Road and Coulthard Ave in Cawston B.C. The trail will run adjacent to Hwy 3 within the railway easement.

### **1.2. BACKGROUND**

The RDOS provides services for six municipalities and nine electoral areas. It has a geographic area of approximately 10,400 km<sup>2</sup> and serves 82,000 residents. Through the Regional Trails Program, the RDOS operates and maintains over 250km of rail trails that connect the regions' communities. The RDOS has secured tenure over the former VVE railway right-of-way for the purpose of formalizing a regional trail network in the area.

## **2. SCOPE OF WORK AND SCHEDULE**

To construct non-motorized trail in accordance to RDOS trail standards. This RFP is generally for the following work:

- Site management, including protocols to prevent public access to active work areas
- Site Safety
- Clearing and grubbing
- Common excavation
- Grading and compaction
- Granular base placement
- Surfacing
- Rehab and seeding

Specifics of trail standards are located in Schedule A. Details of site locations are included in Schedule B.

## **3. PROPOSAL REQUIREMENTS**

### **3.1. SCHEDULE**

Proposals must include a proposed schedule/work plan for start of work and list of deliverables.

The projects target completion date: September 30, 2021.

### **3.2. EXPERIENCE – Project Manager**

The Proposal shall identify the proposed project manager who will be the point of contact, responsible for direct interaction with the Regional District. State his/her position and professional discipline and substantive experience directly related to proposed work.

### **3.3. EXPERIENCE – Project Team**

The Proposal shall list key individuals/sub-consultants (including the project manager) who will have major responsibilities for the performance of the Work. Describe the task to be performed by each individual/sub-consultant and their qualifications in terms of substantive experience directly related to the proposed project.

### **3.4. REFERENCES**

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.

### **3.5. STATEMENT OF UNDERSTANDING**

The Proponent must show that they have an understanding of the Scope of Work and what is required to complete the Work. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

### **3.6. 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 written Work Safety Plan specific to this project, including provisions for Covid-19.

Work plan should include:

- Access control (cyclist, pedestrian and vehicles)
- Construction Signage
- Sufficient separation between public and work areas

## **4. INSTRUCTION TO PROPONENTS**

The RDOS invites proposals based on unit rates, with flexibility on material types. Evaluation criteria located in Schedule E should be carefully reviewed for mandatories and weighted requirements.

The project has been divided into 3 trail sections. Depending on costs in proposals, the



RDOS may not be in position to complete the full length immediately. Each section's unit rate schedule is to be filled out by the proponent using the forms in Schedule C.

#### **4.1. PRE-TENDER MEETING**

A mandatory pre-tender meeting is required by all proponents submitting proposals. Two viewing opportunities will be held:

- #1 will be held on June 24 at 10:00am at the corner of Newton Rd and Daly Dr.
- #2 will be held on June 25 at 10:00am at the corner of Newton Rd and Daly Dr.

Design team members will be available to answer questions regarding the tender. Any new information that is requested or generated will be included in an Addendum that will be issued at least two days prior to the Tender Close.

#### **4.2. ARCHAEOLOGICAL PROTECTION**

If actual or potential archaeological materials are encountered in the course of the Project and an archaeologist is not present, the following steps are required:

1. Stop work immediately.
2. Notify the project archaeologist and construction manager.
3. Project archaeologist will contact the Archaeology Branch if necessary and advise the construction crew on further action if any is required.
4. Archaeology Branch will recommend necessary action and construction may proceed upon approval from the Archaeology Branch.

#### **4.3. WEED MANAGEMENT**

To reduce the transfer or establishment of weeds, the following mitigation measures should be undertaken:

- All vehicles accessing the site must be clean and free of weeds and any associated seeds before entering or leaving the worksite.

#### **4.4. PUBLIC NOTICE**

The Contractor shall be responsible for notifying, in writing, all residents and businesses affected by the proposed construction within the project limits and affected area. This notification shall be done on a block by block basis, with each occupied parcel contacted 7 days in advance of construction in the particular area or block.

#### **4.5. INSURANCE REQUIREMENTS**

The successful Proponent will be required to provide proof of insurance using the RDOS's standard insurance form. The insurance form, with minimum insurance requirements, is included in Schedule D.

#### **4.6. 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.

#### **4.7. 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](mailto:kgabelhei@rdos.bc.ca)

Proposals must be received on or before the Closing Time of:  
TIME: 10:00am PST  
DATE: July 5, 2021.

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.

#### **4.8. INQUIRIES**

Proponents must carefully examine the RFP documents 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: 10:00am PST

Time: June 29, 2021

#### **4.9. PAYMENT**

Payment will be based on unit rates, and actual materials used. Invoices submitted will be required to have detailed quantities of materials. (RDOS will verify, payments for units billed)

### **5. GENERAL TERMS OF PROPOSAL PROCESS**

#### **5.1. PROPOSAL EVALUATION**

Schedule E contains the Proposals evaluation criteria. The evaluation team may consider other criteria that, at their discretion, is relevant to the evaluation process. Any additional criteria considered will be used in the evaluation of all Proposal

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in any Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or consultants for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- select a Proposal with a higher price if it offers greater value,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

#### **5.2. 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.

### **5.3. 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.

### **5.4. CONFLICT OF INTERESTS**

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.

### **5.5. 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.

### **5.6. 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.

## **5.7. 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.

## **5.8. 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 F. 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.

## **5.9. PROPOSAL CONTENT AND INNOVATION**

The Proponent is encouraged to include innovative, alternative or unique solutions to the RFP subject that may, along with other things, indicate cost initiatives, enhance trail design for better trail experience.

## **5.10. GENERAL**

The Regional District reserves the right to reject any or all Proposals, 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 Proposals shall have the opportunity to adjust their rates.

## **6. COMMUNICATIONS**

Weekly formal status updates to the Regional District project manager are required throughout the project. Reports will be required to describe the week's work plan, as well as the following week's scheduled work plan. These may be in the form of an email, and required to be accompanied with photographs of progress

## **7. EXPENSES**

The Proposal shall specify a maximum or upset fee for all labour, materials, equipment, permits, and all other expenses necessary to complete the Work. Any costs incurred by the Contractor above the submitted maximum cost will be the sole responsibility of the Contractor unless pre-approved by the Regional District.

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- Exclusive of any applicable taxes.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost. See Schedule G for details

Proposals must also include all applicable taxes, but show taxes as separate items

## **Schedule A – Specifics**

### **Surfacing Material:**

The RDOS preference for surface material is a recycled asphalt and aggregate mixture. This blend must meet the gradation guidelines specified below in Figure 1. Other materials will be considered, provided they also meet the gradation guidelines.

Surface material:

- Asphalt must be between 50-70% of blend.
- Surfacing to be ½" minus.
- Surfacing mixture to be spread to a width of 3m (unless otherwise specified) using an asphalt spreader, box spreader will be considered if proponent can demonstrate similar quality of surfacing will be achieved.

### **Trail Construction Performance Specifications:**

- Completed resurfacing areas will be compaction tested to meet 95% Proctor Density.
  - Testing must be done every 500 meters of trail, and must be done at both sub-grade and subbase.
  - The method of compaction to be employed may be selected by the contractor, but shall be subject to approval by the RDOS.
  - If the RDOS deems necessary additional testing may be requested at the sole cost of the RDOS prior to construction completion approval
- A minimum 3m wide top surface width unless otherwise specified
- Compacted Trail depth no less than 100mm.
- Minimum 2% cross fall
- Trails are to be designed with a gradient of up to: 1:20 (5 percent) for any distance.
- A gradient of up to 1:12 (8.33 percent) can be used for short segments not exceeding 200 feet (61 meters).

### **Typical Section1: Existing Rail Bed:**

- Common excavation of organics/topsoil typically 150mm deep; and
- Initial Grading of existing rail bed such that all dips, hollows and soft spots are removed, levelled and compacted; and
- Grade to 2% cross fall towards Hwy 3; and
- Surface 3m wide trail with surfacing material.

### **Typical Section 2: No Existing Rail Bed**

- Common excavation of organics/topsoil typically 150mm deep; and
- Add 100mm subbase of compacted 75mm minus crush; and
- Grade to 2% cross fall towards Hwy 3; and
- Surface 3m wide trail with surfacing material.

### **Typical Section 3: Orchard**

- Sections indicated as orchard will have the trail narrowed to 2.5m as to not affect orchard rows.
- Common excavation of organics/topsoil typically 150mm deep; and
- Add 100mm subbase of compacted 75mm minus crush; and
- Grade to 2% cross fall towards Hwy 3; and
- Surface 2.5m wide trail with surfacing mixture

### **Common to all section**

- Clearing and Grubbing required along distance of trail
  - Woody and contaminated debris as a result of clearing and grubbing will be removed from site.
  - Damage to adjacent shrubs and ground cover (including the root zones) will be avoided or minimized.
  - All works will be contained within the footprint of the rail corridor.
  - Prior to clearing and grubbing, a visual assessment of the vegetation must be completed for active bird nests and for rare or listed plant species.
- The contractor will be responsible to prepare the existing grade to a maximum of 0.5m beyond each side of the specified surface width unless otherwise specified.
- Native soil may be left on site and reused for rehab and weed control.

If native soil exceeds the amount necessary for restoration, it will be removed from site.

### **Driveway Transitions**

- Driveways are indicated on overview maps.
- Trail must meet grade perpendicular to driveways.

### **Transition between typical sections**

- Grade between sections (refer to trail construction performance specification for gradient requirements)
- Existing rail bed can be pushed and levelled to lessen material required for transition points.

### **Trail Heads**

Trail entry locations outlined in Schedule B. These entries will restrict motorized traffic and require bollards and signage posts. Trail sign post and bollard spacing shown in Schedule H.

- **Signage Post (install only)**
  - 4x4 posts will be provided by the RDOS
  - Signage will later be added by the RDOS.
  - Posts will be placed 24" deep and packed tight.
- **Bollards (Install only)**



- RDOS will supply bollards
- Bollard sleeves are 18"H, and are buried 16" into trail, leaving ~2" above for locking
- Bollard sleeves outside diameter is 6, 5/8", and require 2 bags of poste haste quick set concrete.

### **Rehab and Seed**

- Trees and shrubs that are removed out of scope of the project will need to be replaced at the contractor's expense
- Apply RDOS supplied seed mix, 1m off either side of trail.
  - Seed to be applied and raked in at the Application rate 25kg/hectare
  - Rake to grade, using native soil.

### **Conduit**

- Installation of irrigation conduit required at multiple locations along trail.
- Conduits lengths must span width of trail structure to allow access and exit points for irrigation.
- Conduit is to be 3" schedule 40 PVC.
- Specific locations will be determined on site.

### **Culvert**

- Culverts are expected to be 600mm CSP; locations will be determined on site.

### **General**

- Contractor is responsible for:
  - Utility locates
  - Traffic management
  - Site management, including protocols to prevent public access to active work
  - All labour, materials and equipment costs
  - Disposal costs
- All areas that will be used for mobilization, storage and access should be identified ahead of time and will be required to be returned to previous condition. This will include grading, replacement of soil and seeding.
- At contractor's expense, all aggregate supplied by the contractor must prove through testing that it meets the supplied specification and aggregate gradation charts.

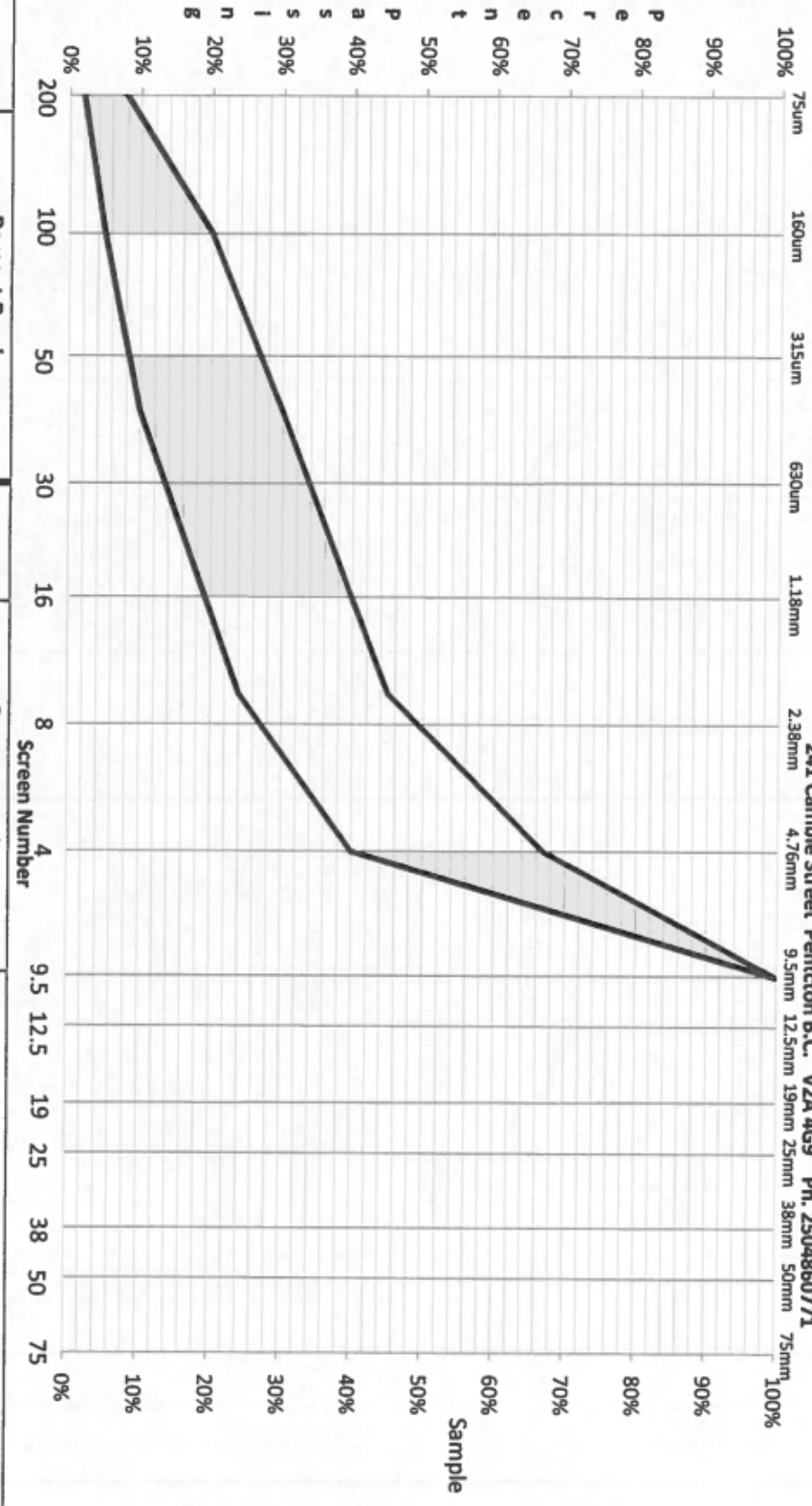
## **Figure 1 – Gradation Requirements**

Attached as next page

# Aggregate Gradation Chart

Okanagan Testing Services

241 Camble Street Penttton B.C. V2A 4G9 Ph. 2504860771



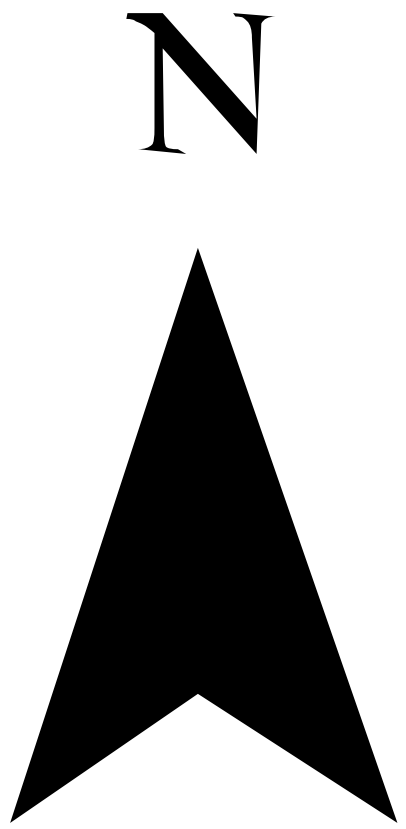
Sieve Size	Percent Passing		Sieve Size	Percent Passing		Job #
	Sample	Specs		Sample	Specs	
12.5		100%				<b>Comments</b> Sample of : _____ Project : _____ Location : _____ Date : _____ Tested By : _____ Date : _____
9.5		100%				
4		40%		67%		
10		24%		45%		
40		10%		30%		
100		5%		20%		
200		2%		8%		

## **Schedule B – Location (Overview Map)**

Attached as next page

The overview map is a guideline for trail alignment, install locations, and treatment areas. Actual trail alignment, install locations, and treatment areas may vary or are subject to change at the RDOS's discretion.



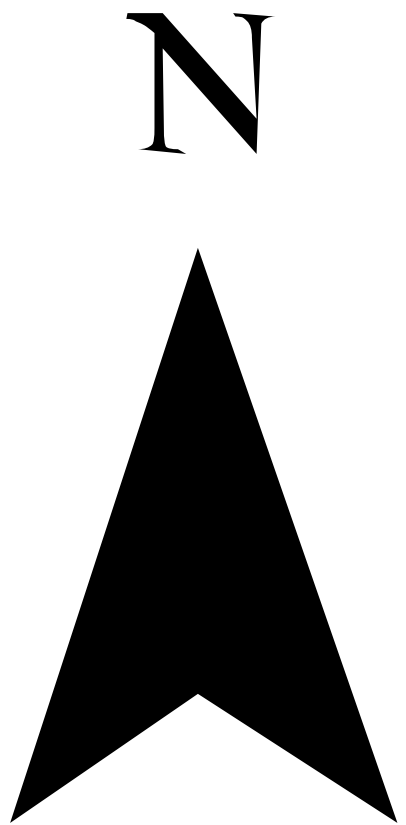


Legend

- Section3\_No\_Rail\_bed
- Section3\_existing
- Section1\_Orchard
- Secton1Existing\_rail\_bed
- Section2\_Orchard
- Section2\_existing\_rail\_bed
- Section2\_No\_railbed
- driveway
- Section1\_No\_rail\_bed
- Bollard\_Installation
- Sign\_Post



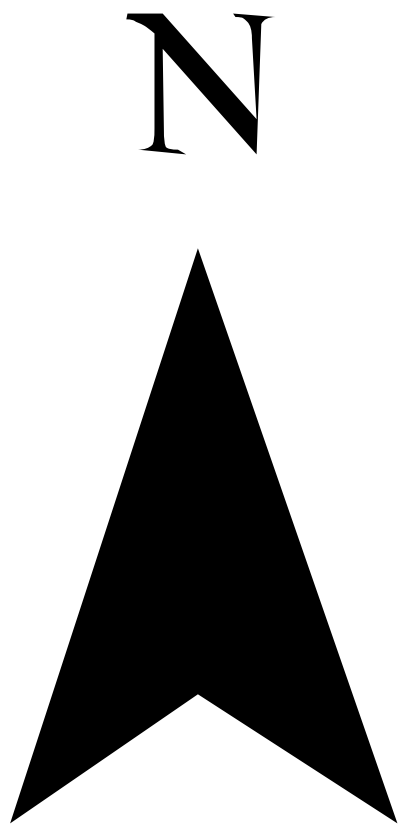




Legend

- Section3\_No\_Rail\_bed
- Section3\_existing
- Section1\_Orchard
- Secton1Existing\_rail\_bed
- Section2\_Orchard
- Section2\_existing\_rail\_bed
- Section2\_No\_railbed
- driveway
- Section1\_No\_rail\_bed
- Bollard\_Installation
- Sign\_Post





Legend

- Section3\_No\_Rail\_bed
- Section3\_existing
- Section1\_Orchard
- Secton1Existing\_rail\_bed
- Section2\_Orchard
- Section2\_existing\_rail\_bed
- Section2\_No\_railbed
- driveway
- Section1\_No\_rail\_bed
- Bollard\_Installation
- Sign\_Post





## Schedule C – Unit Rates

Similkameen Rail Trail Unit Rates				
General	Est. Qty	Measure	Unit Price	Total
Mob	1	LS		\$ -
Demob	1	LS		\$ -
#1 Coulthard to T.L. Timber LM 818m	Est. Qty	Measure	Unit Price	Total
Clearing and Grubbing	2389	M2		\$ -
Typical Section 1	393	M2		\$ -
Typical Section 2	1776	M2		\$ -
Typical Section 3	220	M2		\$ -
Signage Posts (install only)	2	Each		\$ -
Rehab and Seed	1636	M2		\$ -
Irrigation Conduit (supply and install)	7	Each		\$ -
Culvert installation 600mm CSP	1	LM		\$ -
Bollard Installation	2	LS		\$ -
			Total:	\$ -
#2 T.L. Timber to Daly Dr. LM 911m	Est. Qty	Measure	Unit Price	Total
Clearing and Grubbing	2690	M2		\$ -
Typical Section 1	1275	M2		\$ -
Typical Section 2	1200	M2		\$ -
Typical Section 3	215	M2		\$ -
Signage Posts (install only)	8	Each		\$ -
Rehab and Seed	1822	M2		\$ -
Irrigation Conduit (supply and install)	7	Each		\$ -
Culvert installation 600mm CSP	1	LM		\$ -
Bollard Installation	4	LS		\$ -
			Total:	\$ -
#3 Daly Dr. to Beck Rd LM 1535	Est. Qty	Measure	Unit Price	Total
Clearing and Grubbing	4605	LM		\$ -
Typical Section 1	1485	M2		\$ -
Typical Section 2	3120	M2		\$ -
Typical Section 3	0	M2		\$ -
Signage Posts (install only)	2	Each		\$ -
Rehab and Seed	3070	M2		\$ -
Irrigation Conduit (supply and install)	1	Each		\$ -
Culvert installation 600mm CSP	1	LM		\$ -
Bollard Installation	2	LS		\$ -
			Total:	\$ -



## **Schedule D – Insurance Requirements**

Attached as next page



# CERTIFICATE OF INSURANCE

## STANDARD CERTIFICATE FORM

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that the insurer endeavor to provide 30 days notice of cancellation or reduction in coverage, but failure to do so does not place any liability on the insurer

**NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.**

This certificate is issued to: Regional District of Okanagan-Similkameen  
101 Martin Street, Penticton, BC, V2A 5J9

<b>Insured:</b>	<b>Name:</b>		
	<b>Address:</b>		
<b>Broker:</b>	<b>Name:</b>	<b>Agent's Name:</b>	
	<b>Address:</b>	<b>Phone:</b>	<b>Email:</b>

**Location, Project No. and nature of agreement/contract, permit, lease, license or operation to which this Certificate applies:**

--

**Mandatory Particulars of General Liability Insurance (see Section 1): ☒ indicates that the coverage is included.**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Premises & Operation  | <input checked="" type="checkbox"/> Owners & Contractors Protective          | <input checked="" type="checkbox"/> Non-Owned Automobile       |
| <input checked="" type="checkbox"/> Blanket Contractual   | <input checked="" type="checkbox"/> Occurrence Property Damage               | <input checked="" type="checkbox"/> Broad Form Property Damage |
| <input checked="" type="checkbox"/> Cross Liability/Severability of Interests                                 | <input checked="" type="checkbox"/> Personal Injury                          |  |
| <input checked="" type="checkbox"/> Contingent Employer's Liability   | <input checked="" type="checkbox"/> Coverage is Primary and not contributory |  |
| <input checked="" type="checkbox"/> Regional District of Okanagan-Similkameen,<br>added as Additional Insured | <input checked="" type="checkbox"/> Broad Form Products & Completed          |  |

Reviewed:  
Broker  
Initials

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**Additional Particulars of General Liability Insurance (see Section 1): ☐ indicates that the coverage is included.**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Use of explosives for blasting  | <input type="checkbox"/> Intentional Injury                       | <input type="checkbox"/> Non-owned watercraft liability                           |
| <input type="checkbox"/> Vibration from pile driving or caisson works.   | <input type="checkbox"/> Advertising Liability                    | <input type="checkbox"/> Watercraft Liability                                     |
| <input type="checkbox"/> Broad Form Tenants Legal Liability  | <input type="checkbox"/> Host Liquor Liability                    | <input type="checkbox"/> Work below ground level over 3 meters<br>(XCU extension) |
| <input type="checkbox"/> Volunteer as Additional Insured   | <input type="checkbox"/> Intentional Injury                       |   |
| <input type="checkbox"/> Attached Machinery  | <input type="checkbox"/> Injury to Participants (sporting events) |   |
| <input type="checkbox"/> Removal or weakening of support of property,<br>building or land whether the support is natural<br>or otherwise |   |   |

Reviewed:  
Broker  
Initials

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Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
<b>Section 1</b>  Comprehensive/Commercial General Liability  <b>(Please see Particulars on Page 1)</b>		From:   To:	Bodily Injury, Death & Property Damage  \$_____ Per Occurrence \$_____ Aggregate \$_____ Umbrella Limit \$_____ Excess Limit \$_____ Deductible  <b>MINIMUM PER OCCURRENCE \$5,000,000</b>
<b>Section 2:</b> <input type="checkbox"/> indicates that the coverage is included.  Automobile Liability (owned or leased vehicles)	<b>If insured by ICBC, attach a copy of the ICBC form APV-47</b>	From:   To:	Personal Injury & Property Damage  \$_____ Limit  <b>MINIMUM \$5,000.000</b>  Reviewed: Broker Initials <input type="checkbox"/>
<b>Section 3:</b> <input type="checkbox"/> indicates that the coverage is included.  Contractor's Equipment:		From:   To:	\$_____ Limit \$_____ Deductible  Reviewed: Broker Initials <input type="checkbox"/>
<b>Section 4:</b> <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"/>
<b>Section 5:</b> <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"/>
<b>Section 6:</b> <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

## **Schedule E – Evaluation**

Proponent's Name: _____			
Project Title: <b>Similkameen Rail Trail</b>			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
	Proponent attended pre-tender meeting		
Step 2:		Assigned Points	Points
Proponent (30 points)	Experience of firm and project team members	5	
	Experience of assigned PM	10	
	Past Performance / References	5	
	Statement of Understanding	10	
Proposal (20 points)	Scheduling/Work Plan	10	
	Corporate Safety Plan	5	
	Level of Effort/Clarity	5	
Price (50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (50% weight)	50	
Total Score		100	

**Schedule F – Sample Contract**

Attached as next page

## **CONTRACTING AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

BETWEEN :

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin Street

Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

**Contractor**

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Regional District desires to engage the services of the Contractor as an independent contractor to perform consulting services and the Contractor has agreed to provide consulting services subject to the hereinafter terms and conditions.

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:

**As described in the RFP document and Proposal for the design and construction work involved....**

### **SECTION 1. INTERPRETATION**

1.1 For purposes of this Agreement, except as otherwise expressly provided:

- (a) Section—all references in this Agreement to a designated "section" or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
- (b) Whole Agreement—the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision or Schedule;
- (c) Headings—any headings have been inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

- (d) Non-limiting—the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language, such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto).

## **SECTION 2 CONTRACTOR’S DUTIES**

- 2.1 The Contractor shall provide, and has agreed to provide to the Regional District all Services set out in the Request for Proposal (attached hereto as Schedule “A”) and the Contractor’s Proposal (attached hereto as Schedule “B”), both of which form part of this agreement (hereinafter collectively called the “Services”). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this agreement to the Contractor, the Regional District has relied upon the Contractor’s representations concerning the experience of certain identified personnel in the employ of the Contractor. It is agreed that, in performing the Services under this agreement, the Contractor shall designate those key staff and subcontractors specified in Schedule “B” to carry out and provide the Services to be provided by the Contractor as referred to herein.
- 2.4 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 Services. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the terms of reference and work program set out in Schedules “A” and “B”. The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.
- 2.5 To ensure that the Project 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 14 days of receipt.
- 2.6 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.
- 2.7 The Contractor shall submit to the Regional District regular progress reports, as requested from

time to time, and such additional reports as may be reasonably required.

## 2.8 Water Shutdowns

The Contractor shall undertake personal face to face meetings with residents for the purposes of notification of impending Works, allowing a minimum of 48 hours notice of disruption or obstruction to a resident's access. Costs for this will be incidental to the Works.

Notification for water shutdowns and inactivation of hydrants at anytime shall be given to the Okanagan Falls Fire Department.

## SECTION 3 FEES AND DISBURSEMENTS

- 3.1 The Contractor shall receive from the Regional District for the performance of the Services the compensation referred to in Schedule "B" and any negotiated and approved changes.
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 3.3 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 3.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 3.5 The Regional District may request the Contractor to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

## SECTION 4 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- 4.1 The Contractor acknowledges that in the performance of the Contractor's responsibilities hereunder, the Contractor may have access to confidential information, records and customer lists of the Regional District (the "Confidential Information"). During and after the term of this Agreement, the Contractor shall not, directly or indirectly, disclose such Confidential Information to any person or use any such Confidential Information, except:
  - (a) as required in the course of performing such Services and then only to staff of the Regional District on a need-to-know basis; or
  - (b) with the prior written consent of the Regional District;



and all Confidential Information which the Contractor shall prepare or use or come in contact with shall be and remain the Regional District's sole property and shall not be removed from the Regional District's premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.

- 4.2 The Contractor agrees that all base materials, research results, computer programs, computer files, drawings, documents and notes and materials of any type whatsoever developed or prepared by the Contractor (hereinafter called the "Documents") in the performance of the Services shall vest and become the absolute property of the Regional District, including copyright of such Documents and upon completion of the Services or termination of this Agreement, all copies of Documents shall be delivered by the Contractor to the Regional District. The Contractor may retain one copy of it's materials for record purposes.
- 4.3 The Contractor agrees that all restrictions in this Section 4 are reasonable, fair and valid in all the circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the Regional District.
- 4.4 The Regional District acknowledges and agrees that the Contractor's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Contractor's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

## **SECTION 5 SPECIAL TOOLS AND EQUIPMENT**

- 5.1 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.
- 5.2 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 project shall be considered to be within the overhead of the Contractor.
- 5.3 If the Regional District specifically authorizes, in writing, that the Contractor shall purchase any special tool, equipment, or other things 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 project, the Contractor shall deliver all such special tools, equipment and other things to the Regional District.

## **SECTION 6 SUB-CONSULTANTS AND SUB-CONTRACTORS**

- 6.1 The Contractor may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Contractor is unable to perform.
- 6.2 The sub-consultants and sub-contractors shall agree in writing prior to their participation in the Project to be bound by duties and obligations arising out of this Agreement between the Contractor and the Regional District.

- 6.3 The Contractor shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Contractor.
- 6.4 The Contractor shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Contractor.

## **SECTION 7 TERMINATION AND SUSPENSION**

### **By the Regional District :**

- 7.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the Services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.
- 7.2 The Regional District may terminate this Agreement upon seven (7) days' prior written notice in the event the Contractor:
- (a) fails to complete the Services or any portion thereon within the time specified by this Agreement;
  - (b) becomes insolvent;
  - (c) commits an act of bankruptcy;
  - (d) assigns this Agreement without the required written consent of the Regional District;
  - (e) fails to adhere to or perform any of the provisions of this Agreement;
  - (f) has any conflict of interest which may, in the opinion of the Regional District, adversely affect any project for which the Services are being provided; or
  - (g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Regional District.
- 7.3 Notwithstanding anything herein to the contrary, the Regional District may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Contractor, in which case the term of this Agreement shall expire upon the effective date set out in the aforesaid notice, and the Regional District shall have no further obligation to the Contractor for the balance of the term of this Agreement save and except as may exist on the termination date.

Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to close out the project.

In such event, the Contractor shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination. On said payment the Regional District shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or any other losses suffered, either

directly or indirectly, by the Contractor as a result of the termination of this agreement.

- 7.4 The Contractor shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Contractor or prepared by the Contractor in regards to the Services.
- 7.5 The Contractor agrees that the termination or suspension of this agreement or any change thereto does not operate as to relieve or discharge the Contractor from any obligation under this agreement or imposed upon the Contractor by law in respect of the Services or any portion of the Services that the Contractor has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this agreement.

**By the Contractor :**

- 7.6 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be corrected.

If, within seven (7) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 7.7 If the Contractor's Services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof 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 and remaining unpaid as of the effective date of such suspension.

## **SECTION 8 INSURANCE AND INDEMNITY**

- 8.1 The Contractor shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Certificate Form** as provided by the Regional District. This form must be completed by the Contractor's insurance broker and returned to the Regional District.:
- 8.2 For any engineered design component to the Work, the Contractor shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Contractor based on the following:
1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
  2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
  3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy

period.

4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.

- 8.3 The Contractor's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Contractor Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Regional District).

The Contractor will provide 30 days written notice in advance of cancelation of any policies.

- 8.4 General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided Standard Contractor's Certificate Form.
- 8.5 The Contractor shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Contractor or its employee.

## **SECTION 9     ARBITRATION**

- 9.1 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 *Arbitration Act* shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Contractor.

## **SECTION 10    INDEPENDENT CONTRACTOR**

- 10.1 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.

## **SECTION 11    WAIVER**

- 11.1 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.

**SECTION 12 RECORDS AND AUDIT**

- 12.1 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 Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 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 Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

**SECTION 13 SUCCESSORS AND ASSIGNS**

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

**SECTION 14 COMPLIANCE WITH LAWS**

- 14.1 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 upon request by the Regional District shall supply proof that all assessments have been paid.
- 14.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

**SECTION 15 TERM**

- 15.1 The parties hereto agree that the Term of this Contractor Agreement will begin on the date of execution until \_\_\_\_\_.

**SECTION 16 ENTIRE AGREEMENT**

- 16.1 This agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Contractor by the Regional District.

**SECTION 17 NOTICE**

- 17.1 Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication which may be or is hereby required or permitted to be given under this agreement shall be in writing and either delivered by hand or sent by facsimile transmission addressed as follows:

- (a) if to the Regional District:

101 Martin Street, Penticton, BC, V2A 5J9

Fax No. 250-492-0063; and

(b) if to the Contractor:

610 – 1632 Dickson Avenue, Kelowna, BC, V1Y 7T2

Fax No. 250-736-8880

or at such other address or facsimile number, which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the first day on which it is delivered. Any notice which is sent by facsimile transmission will be deemed to have been given on the first day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party will promptly give notice of its new address or facsimile number, or both, to such other parties provided in this section, whereupon such notice to such party will thereafter be sent to such new address or facsimile number.

## **SECTION 18 TIME OF THE ESSENCE**

18.1 Time shall remain of the essence with respect to this Agreement.

## **SECTION 19 EXECUTION**

19.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and the counterparts together from a valid and binding agreement which may be sufficient evidence by any one such original counterpart.

19.2 In the event this agreement is executed by two or more persons, the covenants and agreements herein shall be deemed to be joint and several covenants.

## **SECTION 20 ELECTRONIC MAIL**

20.1 This agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this agreement.

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 the  
**CONTRACTOR**  
by its authorized signatories  
was hereto affixed:

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

*Corporate seal*

**SCHEDULE A: REQUEST FOR PROPOSALS**

**SCHEDULE B: SUBMITTED PROPOSAL**

DRAFT



**Schedule G – Rates**

Force Account Rates - Personnel (Do Not Include GST)			
Name	Occupation	Hourly Rate	Overtime Hourly Rate
Force Account Rates - Equipment (Do Not Include GST)			
Name	Equipment description	Hourly Rate	Overtime Hourly Rate (If Applicable)

## **Schedule H – Trail Entry**

### Post and Bollard placement

