



Request for Proposal

Mclean Creek PLUZ – NTC Project 2015

May 22, 2015



Request for Proposal – Mclean Creek PLUZ Projects

The Rocky Mountain Dirt Riders Association (RMDRA) is pleased to request a proposal (RFP) to provide labour, construction, supervision, and transportation for trail maintenance and construction projects as per the details and conditions below. RMDRA is looking for a contractual relationship and will not be employing individuals.

RMDRA has identified trails in the Mclean PLUZ for reconstruction, rerouting and infrastructure. The goal of these projects is to enhance the motorized single-track trails in these areas while also mitigating environment concerns and trail sustainability. Work may include trail design such as reroutes and switch backs. Trail infrastructure may include construction, installation of bridges, riparian matting and up-and-overs.

This project will be in corporation with other ongoing trail activities and coordination will be managed by the RMDRA. All work and construction must abide to the terms of the Temporary Field Access (TFA) agreement and any laws or regulations in Alberta.

Thank you for your consideration of our request for quotation and we look forward to your response. The RMDRA may contact applicants for clarification but only the proposal selected will be notified of acceptance. All proposals must be submitted by May 31, 2015. The successful proposal will be selected by the RMDRA by June 7, 2015. Any questions or concerns may be directed via email to ghost@rockymountainindirtriders.com

Sincerely,
RMDRA Executive



Background

The intent of this RFP is to have the groups under consideration specifically address the services required and provide a well-considered price proposal for those services. All services and projects MUST be completed by Dec 31, 2015. The work completed will be within cooperation with the RMDRA. The RMDRA may choose to work directly with or in coordination of any projects or work estimate on a volunteer basis. This may include planning, supervision, developing infrastructure or providing labour. It is understood that all projects are “weather permitting” and that schedules may need to be adjusted accordingly.

The RMDRA is looking for an organization that will provide the following services:

1. Experience in single track trail design and construction for off-highway recreational motorcycles.
2. Recommendations for trail design and construction.
3. Specific conceptual drawings that will serve as the basis for trail design and construction.
4. Experience working with Alberta Environment and Sustainable Resource Development (AESRD) in a Public Land Use Zone (PLUZ).
5. Experience working under the terms and conditions of the AESRD Temporary Field Access (TFA)
6. Experience working under the terms and conditions of the National Trails Coalition including all reporting and accounting requirements.
7. A clear trail project framework that describes trail planning, resources, approvals, scheduling, reporting, completion, etc.
8. Project approval from the RMDRA project manager for each trail work that will commence.
9. Accommodation of regular inspections.
10. Final sign-off on the trail work that is completed assuring the final project represents what was originally conceptualized and capture in the trail plan and design.
11. Monthly project progress reports including photos in accordance with NTC reporting.
12. All work will be on a time and material basis with each trail project having a “not to exceed” total cost.
13. Safety plan including fire protection.
14. Proof of Liability Insurance.



Guidelines

Schedule

- Construction should start no later than June 15, 2015 (weather permitting)
- All RFP work must be completed and signed off by Dec 31, 2015.

Communication

- All project reporting must be provided to the RMDRA NTC Project Manager
- All AESRD communication must be coordinated with the RMDRA NTC Project Manager with respect to work being performed in the Proposal.
- All RMDRA communication must be coordinated with the RMDRA NTC Project Manager with respect to work being performed in the Proposal.
- It is expected that an informal status will be provided once a week to the Project Manager.
- It is expected that a formal project status report will be provided once a month to the Project Manager.
- All public or media communication will only be coordinated by the project manager or a director of the RMDRA.

Construction

- All infrastructure must be approved before installation.
- All material must be approved before installation.
- Any onsite material resources must be used in accordance with the TFA.
- All trails under construction must allow for continued use during construction.
- All trails under construction must be clearly marked and flagged for public awareness on the trail and at the trail head.
- All trails under construction must be left in a safe and usable condition at all times.
- Any trail closures must be discussed and approved with the project manager and AESRD.
- Mitigation measures shall be implemented to minimize the impacts of construction activities.
- Any fill, rock, or additional topsoil needed shall be obtained from a Government approved source. All areas disturbed by construction shall be re-vegetated using approved native seed and/or plants.

Environmental and Sustainability Requirements

Specific sustainability requirements generated in design will dictate more stringent environmental requirements for the projects. The following are general requirements:

- Water: Avoid materials that can leach toxic chemicals into or otherwise contaminate stream, rivers, lakes or ground water. Disturbances to stream banks should be avoided. Disturbances to stream beds should be avoided.
- Soil: Protect against erosion and topsoil depletion.
- Habitats: Protect natural habitats and ecological systems on construction site (as identified in the TFA).
- Waste Management: Employ processes that ensure the generation of as little waste as possible. All waste must be removed from the construction site upon completion. Waste disposal in



landfills shall be minimized. All waste material unsuitable for recycling must be disposed of, in a legal manner, at public or private dumping areas outside the park.

Trail Construction Service

- Provide information on your current workload and how you would accommodate this project.
- Describe in detail the process you would follow from concept approval through construction of the final design.
- Outline the design schedule you would implement to meet the expected construction and completion dates. Describe the methods you would use to maintain this schedule.
- Describe the types of problems you have encountered on similar projects, and explain what you did to resolve the problems and what you would do differently to avoid such problems on future projects.

Quality

- The quality of all work shall be the responsibility of the Contractor.
- Inspection will be primarily performed by the RMDRA but may include AESRD or NTC personnel.

Oversight

- RMDRA will provide a single point of contact (email/phone/text) for the builder(s) over the construction period and will sign off on an agreed to build plan prior to construction beginning.
- RMDRA will also have a volunteer builder spot checking build projects throughout the season.
- The contractor will provide RMDRA brief end of week status updates in the form of a short email. Items to be updated include:
 - Key activities completed.
 - Key activities planned for following week.
 - “Before and After” photo documentation of work progress.
 - Total worked hours spent for period (weekly).
 - Issues restricting progress of work.
- Payment for services may be withheld or delayed if reporting is delayed, incomplete, or absent.
- Compensation will not be provided for weather delays.

Expected Project Tasks

- Construction of berms
- Line adjustments to reflect an optimal line (to allow expert riders to “flow” down the trail with minimal to no braking, and intermediate level riders a comfortable and safe course to advance their skills.)
- Clearing, grubbing, and shaping or reshaping of new and existing single-track trails in rocky soil with mixed vegetation on varying gradients with use of picks, Pulaskis, rakes, and shovels.
- Clearing of deadfall and dead stand with use of chainsaws.
- Construction and repair of small timber structures as made necessary by terrain where earthen structures are unsuitable.
- Movement and placement of larger stones to clear trail or to place for rock armoring.
- Installation of trail signage (buried posts).



- Removal of all captive low areas or puddles and continuous use of cross trail drainage.
- The contractor will make allowance for casual RMDRA volunteer laborers from the community to “drop-in” and join the work at any time (under the supervision of the contractor).

Safety & Environment

- Contractor to ensure that all work is performed in a safe manner per Alberta OH&S regulations.
- Supervisor must ensure labourers have adequate knowledge of all tools for safe use prior to work.
- Proper personal protective wear must be used as appropriate, eg. gloves, footwear.
- Eye, ear, leg, and foot protection for use of chainsaws is mandatory.
- Worksites to be left clean and safe at the end of each shift and at anytime they are not being supervised or being actively worked.
- Mclean has inconsistent cell coverage; communication and emergency contingencies should be considered by the contractor.
- Appropriate bear safety should be observed.
- Trails are to remain open during construction.
- Incomplete, unusable trail features and otherwise unrideable sections must be flagged off/closed to avoid inadvertent or unsafe use by the public.
- Any and all safety or environmental incidents shall be immediately reported to RMDRA.
- RMDRA is heavily funded and supported by the riding public, volunteers, and donors. Interactions with the community are to be expected and contractors should hold themselves to the highest standard of professionalism.

Contract Provisions

The Ultimate Recipient will ensure that all contracts are consistent with, and incorporate, the relevant provisions of this RFP. More specifically but without limiting the generality of the foregoing, the Ultimate Recipient agrees to include terms and conditions in all contracts to ensure that:

- a) the Ultimate Recipient will keep proper and accurate financial accounts and records including but not limited to its contracts, invoices, statements, receipts and vouchers, in respect of the Eligible Project for at least six (6) years after the Project Completion Date or December 31st, 2015 (whichever is later) and that the NTC has the contractual right to audit them;
- b) all applicable labour, environmental and human rights legislation is respected; and
- c) the NTC, the Government of Canada and the Auditor General of Canada, and their respective designated representatives, to the extent permitted by law, will, at all times, be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting this Agreement and Eligible Projects and will have free access to the Project site and to any documentation relevant for the purpose of audit and that a representative(s) of the Government of Canada may, if necessary, actually conduct such audit.

Conflict of Interest

- a) The Ultimate Recipient and any of its contractors, advisors, partners, directors, officers, employees, agents or volunteers shall not engage in any activity where such an activity may



create a conflict of interest.

- b) The Ultimate Recipient acknowledges that use of confidential information regarding this program shall constitute a conflict of interest situation.
- c) A conflict of interest shall also include a situation in which a person associated with the NTC program and any member of his or her immediate family or close associate benefits financially from his or her involvement in the NTC program and must be declared as part of the Declaration of Substantial Completion of the Project. However, nothing in this section shall prevent volunteers from receiving reasonable out of pocket expenses incurred in connection with the NTC program.
- d) No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform the NTC should it become aware of the existence of any such situation.

Reporting, Audit and Evaluation

The Parties agree that auditing and reporting activities will be undertaken in accordance with NTC Reporting, Audit and Evaluation of the work completed under the proposal.

- a) The Ultimate Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts and vouchers, in respect of the Program for at least six (6) years after the Project Completion Date or December 31st, 2015 (whichever is later).
- b) The Ultimate Recipient agrees that the Government of Canada may, at its own cost, and when it determines necessary, perform audits of any Eligible Expenditures and any Ultimate Recipient's books, accounts, records financial statements and claims for reimbursement of Eligible Expenditures for the purpose of verifying the costs of any Eligible Project, validating claims for reimbursement of Eligible Expenditures, ensuring compliance with the terms of this Agreement, and confirming amounts payable by Canada under this Agreement.
- c) The Ultimate Recipient agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the NTC conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the Ultimate Recipient shall provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representative;
 - i. all records held by the Ultimate Recipient, or by its agents or Third Parties of the Ultimate Recipient relating to this Agreement and the use of the Funds; and
 - ii. such further information and explanations as the Auditor General of Canada or its designated representative, may request relating to any of this Agreement or the use of the Funds.

Progress Payments

- Payments will be made when invoiced on a time and material bases on a monthly schedule in accordance to the proposal.
- Design Phase - Progress payments during the design phase of the work will be based on



submission, review, and acceptance of design deliverables.

- Payment will not exceed 20% of total proposal estimate
- Construction Phase - Payments will be made when invoiced on a time and material bases on a monthly schedule in accordance to the proposal and progress reports.
 - Payment will not exceed 70% of total proposal estimate
- Completion Phase - Payments will be made when invoiced on a time and material bases on a monthly schedule in accordance to the proposal and progress reports.
 - Payment will not exceed 90% of total proposal estimate
- 10% Holdback - 10% of total proposal costs will be held back until NTC has accepted all work completed (No later then Dec 31, 2015).

The final payment will be made upon the Government of Canada's acceptance of final audited reports on the entire NTC funding program and will constitute the balance of Funds. The balance of Funds (the "Holdback") will be released by the Government of Canada when the NTC fulfills all its obligations to the Government of Canada for - final audited reports, claims and adjustments including confirmation that all Projects have filed a Declaration of Substantial Completion.

The Parties acknowledge that the NTC's role is limited to making a financial contribution to the Ultimate Recipient and that the NTC will have no involvement in the subsequent operation of Following Substantial Completion of all projects, the NTC will prepare a Final Report for the Program.

The Ultimate Recipient hereby agrees to fully cooperate with these auditors. The final holdback of 10% of the Funds will not be paid to the Recipient until these audit reports have been accepted by the Government of Canada.

Quotation Contents

- 1) Project costs are limited to eligible costs in Schedule B.
- 2) Total project costs broken down for each trail on the Project List in Schedule A.
 - a. Breakdown of all project costs including
 - i. Labour (total hours, \$/hr) for each personnel
 - ii. Transportation
 - iii. Equipment
 - iv. Materials and Supplies
 - v. Etc
- 3) List of personnel their roles and rate for each project on the Project List.
- 4) Estimated project schedule effort and duration (including start and end dates) for each trail on the Project List. All work must be fully completed by Dec 31, 2015
- 5) Description and evidence of previously completed projects
- 6) Provide the following information:



- Name of organization
- Complete address
- Contract Person
- Telephone number
- Internet address
- Email address
- Proof of insurance

Proposals

Send all proposals electronically in PDF format to ghost@rockymountainidirtriders.com

All proposals will be emailed an acknowledgement that their proposal was received

All proposals must be submitted by midnight May 31, 2015. The successful proposal will be selected by the RMDRA by June 7, 2015.

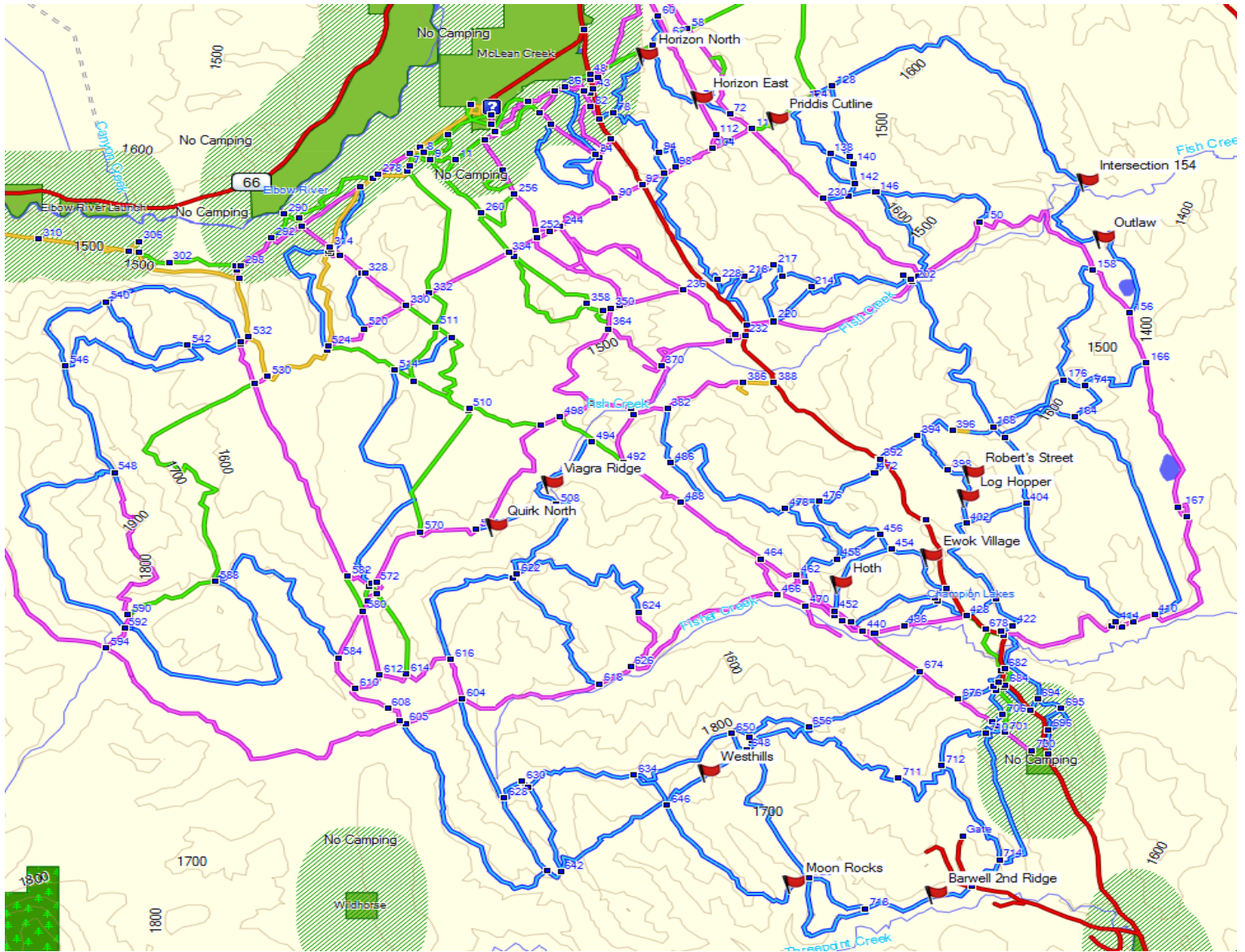
The returned submittal will be marked in one of three ways as defined below:

- **APPROVED:** Acceptable with no corrections.
- **APPROVED WITH NOTATIONS:** Minor corrections or clarifications are required. All comments are clear and no further review is required. The Contractor shall address all review comments when proceeding with the work.
- **DISAPPROVED - RESUBMIT:** Rejected as not in accordance with the contract or as requiring major corrections or clarifications. The Contracting Officer will identify the reasons for disapproval. The Contractor shall revise and resubmit with changes clearly identified.



SCHEDULE A – McLean Creek PLUZ Project Scope by priority

Project Name	Problem	Work	X	Y
Moon Rocks	Erosion on unsustainable cutline	Reroute south with climbing turns	667,000	5,627,000
Outlaw	Erosion on fall line trail at north entry, valley crossing	Reroute with sustainable singletrack trail	671,000	5,637,000
Connector	Truck Trail is impassible due to abuse, cutline passage wiped out due to flooding	New connector to improve trail system connectivity 154 to north of 150	670,000	5,638,000
Ewok Village	Erosion on previously sustainable trail due to cutblock	Reroute with sustainable singletrack trail	668,500	5,632,500
Viagra Ridge	Erosion at steep downhill / bowl	Reroute east	664,000	5,633,000
Hoth	Standing water, rutting & mud	Reroute with new alignment above creek	667,500	5,632,000
Quirk North	Erosion on unsustainable cutline	Replace with sustainable singletrack trail	663,500	5,633,000
Horizon East	Erosion on long downhill fall line / sidehill bench	Reroute uphill (east) with climbing turns and grade reversals	665,000	5,640,000





SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

B.1. ELIGIBLE EXPENDITURES

Eligible Expenditures will be all direct expenditures which are in the NTC's opinion properly and reasonably incurred and paid by an Ultimate Recipient for an eligible investment under a contract for goods or services necessary for the implementation of an Eligible Project. Eligible Expenditures include only the following:

- a) the capital costs of constructing, rehabilitating, upgrading or renovating trails;
- b) the costs of joint communication activities (press releases, press conferences, translation, etc.) and signage recognition set out in the Communication Protocol as set out in Schedule D of the NTC agreement (Communications Protocol);
- c) the costs of surveying, engineering, architectural supervision, testing and management consulting services, including but not limited to fees paid to professionals, technical personnel, consultants and contractors;
- d) the costs of labour, materials, licenses or permits and equipment rental, for the refurbishment and construction of trails;
- e) the costs of labour, materials, licenses or permits and equipment rental, for the refurbishment and construction of water crossings, including but not limited to bridges;
- f) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act 2012* or provincial legislation and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- g) the costs of economic impact studies;
- h) costs of purchasing and installing signage for trails, including regulatory, safety, directional, interpretive, and trailhead signage;
- i) costs of Aboriginal consultation; and
- j) other costs that, in the opinion of the NTC, are considered to be direct and necessary for the successful implementation of an Eligible Project.

B.2. INELIGIBLE COSTS

The following costs are ineligible:

- a) costs incurred prior to the Eligible Project Start Date or the Effective Date of this Agreement (whichever is later);
- b) costs incurred after the Project Completion Date or December 31st, 2015 (whichever is earlier);
- c) the cost of developing a business case or proposal for funding;
- d) the cost of purchasing land and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings and other facilities;
- g) the purchase or long-term lease of snowmobiles, all-terrain-vehicles, trail grooming machines, construction equipment or other recreational vehicles; the cost of any goods and services which are received through donations or in kind;



- h) costs relating to services delivered directly by permanent employees of the Ultimate Recipient, except in cases where the Ultimate Recipient can demonstrate value for money and that the costs are incremental;
- i) taxes , for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates; and
- j) legal fees.