



INVITATION TO QUOTE

The Regional District of Fraser–Fort George invites written quotations for the following:

Spray Irrigation Services
Tabor Lake Community Sewer System
ES-09-04

Closing Date: Monday, March 30, 2009 (11:00 a.m.)



Prepared by:
Environmental Services
Regional District of Fraser-Fort George
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GENERAL CONDITIONS

1. DEFINITION OF TERMS

“Contract Documents” or “Contract” means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents.

“Contractor” means the successful bidder who enters into the Contract Agreement.

“Equipment” means anything and everything, except persons, used by the Contractor in performance of the Work and except material as defined herein.

“Facility” or “Facilities” means the Tabor Lake Community Sewer System.

“Freeboard” means the difference between the top of the berm structure at its lowest point and the waste water level.

“General Manager” means the General Manager of Environmental Services for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

“Regional District” means the Regional District of Fraser-Fort George.

“Site” means the Tabor Lake Community Sewer System.

“Spray Irrigation” means land application of domestic wastewater by dispersing it in the air.

“Sub-Contractor” means any person, firm, or corporation approved by the Regional District having a contract for the execution of part or parts of the Work included in this Contract and worked to a special design according to the drawings or specification, but does not include one who furnished material.

“Supply” or “Provide” means supply and pay for and provide and pay for.

“Vehicle” means a motorized carrier and/or trailer, as defined in the *Motor Vehicle Act* of British Columbia.

“Work” or “Works” means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Contract or as directed by the Regional District and all incidental Work to complete the project.

This Agreement is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. GENERAL MANAGER'S STATUS

The General Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facility in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The General Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

5. REPORTS

The Contractor will, upon the request of the General Manager, fully inform the General Manager of the Work done and to be done by the Contractor in connection with the provision of the services.

6. SUPERVISOR AND LABOUR

The Contractor will keep on the Work, at all times during its progress, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work. The Contractor will keep on the Work when required, during operating hours, a minimum of one person. The Contractor will provide additional personnel required to carry out the Work.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the General Manager when requested.

7. CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly, the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the General

Manager, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is wilfully negligent will, at the written request of the General Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the General Manager.

8. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Article 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

10. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

11. SUB-CONTRACTS

The Sub-Contractors named in the Quote Form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the General Manager. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

12. OWNERSHIP

The material produced, received or provided by the Regional District to the Contractor as a result of this Agreement and any Equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Agreement will:

- (a) be the exclusive property of the Regional District, and
- (b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Regional District by the Contractor, and
- (c) be returned by the Contractor at the end of this Agreement.

13. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

14. INDEMNITY AND RELEASE BY CONTRACTOR

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect and save harmless the Regional District, its officers, agents, servants, and employees from and against all action, claims, demands of any kind, description and nature whatsoever arising out of or in any way connected with the fulfillment of its contract; and all such actions, causes of actions, claims and demands recoverable by any third party from the Regional District or the property of the Regional District, shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the action, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing from the Contractor.

15. PERMIT AND REGULATIONS

The Contractor will, at their own expense, procure all other permits, certificates, and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

16. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

17. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will maintain an Occupational Health and Safety Plan and provide a copy to the Regional District prior to commencement of work.

18. CHANGES IN THE WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Regional District and the Contractor.

19. PAYMENT

Upon the last day of each month during the duration of the scope of Work, the Contractor will submit to the Regional District an invoice along with all the required records detailing the Works completed for the identified period. The Contractor will identify taxes separately on each invoice.

The Regional District will inspect and satisfy themselves to the completion of the work before making payment.

The Regional District may withhold 10% of the total payment due under the contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:

1. the work has been completed to the satisfaction of the Regional District, and
2. the Regional District has received notification from the WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the contract term.

20. GOODS AND SERVICES TAX (G.S.T.)

Federal law states that five percent (5%) tax be paid on all goods and services. If the Contractor does not qualify as a small supplier, then the Contractor is required to identify the G.S.T. tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

21. PAYMENT WITHHELD OR DEDUCTED

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect themselves from loss on account of one or more of the following:

- a. where the Contractor is not performing the Work satisfactorily;
- b. where any defective or faulty Work has not been remedied;
- c. where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- d. where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work;
- e. where the Regional District has corrected a deficiency under Article 13.

22. INSURANCE

The Contractor will, at their own expense, provide the following insurance. Each policy will contain a clause stating that:

“this policy will not be changed or amended in any way, nor cancelled or materially changed without the Insurer giving at least thirty (30) days notice by registered mail to the Regional District”.

The Contractor will file certified copies of these policies with the Regional District prior to commencement of the Work. The Contractor will provide certified copies to the Regional District upon renewal of these policies. In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), **the Regional District will be included as Additional Insured** and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each named insured.

- 22.1 The Contractor will provide and keep in force at their own expense, until completion of the Contract, Personal Injury and Property Damage Liability Insurance in an amount not less than two million dollars (\$2,000,000) inclusive, per occurrence. Such insurance will be in a form and with an insurer acceptable to the Regional District.

Personal Injury Insurance will include:

- bodily injury, sickness or death resulting therefrom
- libel, slander or defamation of character
- malicious prosecution, and
- invasion of privacy or wrongful entry.



Such insurance will include by endorsement, contingent employer's liability insurance in the name of the Contractor for the limit specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, products, and for all liability for personal injury or property damage assumed by the Contractor under any Contractor agreement (including this Contract).

- 22.2 The Contractor will provide and keep in force at their own expense, until all conditions of the Contract have been fully complied with, a standard automobile policy covering all licensed vehicles owned, registered, or leased to them.

Such insurance will include Liability Insurance for the following minimum limits:

- Bodily Injury and Property Damage – Two Million Dollars (\$2,000,000) inclusive.

- 22.3 The Contractor will provide and keep in force at their own expense, until all conditions of the Contract have been fully complied with, a standard non-owned automobile policy.

Such insurance will include Liability Insurance for the following minimum limits:

- Bodily Injury and Property Damage – Two Million Dollars (\$2,000,000) inclusive.

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

"It is agreed that the right to subrogation against the Regional District is hereby waived".

23. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., May 1, 2009 to midnight, October 31, 2009. The Contract may be renewed on a period-by-period basis at the Regional District's discretion.

24. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their WorkSafeBC Number and will pay and keep current all assessments required by WorkSafeBC in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Owner prior to commencement of the Work and at intervals not greater than six (6) months during the term of the Contract.

25. CONFIDENTIALITY

The Regional District is a public body subject to the *Freedom of Information and Protection of Privacy Act* (FOI).



26. RIGHTS OF WAIVER

A waiver of any breach of or provision of this Agreement will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

27. SEVERABILITY

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

OPERATIONAL SPECIFICATIONS

1. GENERAL

The scope of work under this Contract includes operating and maintaining the spray irrigation operation.

- 1.1 The Contractor will, at their expense, pay for and supply all equipment, labour, and materials to operate the spray irrigation system in accordance with the conditions herein.
- 1.2 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation, criteria and guidelines in operating the Facility.
- 1.3 The Facility will be operated in accordance with permits issued by the Ministry of Environment to the Regional District. The operation will also comply with guidelines and industry accepted practices.
- 1.4 The Contractor will agree to exercise good public relations in exercising their authority under this Contract. The Contractor and their workers and approved Sub-Contractors must possess full knowledge of the Facility operating procedures and Facility area and carry out the work in a timely, neat, and orderly manner.
- 1.5 The Facility is located in a wildlife interface area and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.6 The Contractor will ensure that their workers and Sub-Contractors, if applicable, do not smoke anywhere within the Facility.
- 1.7 The Contractor shall not ignite or burn materials without the consent of the Regional District.

2. OPERATING HOURS

The Sewer System operates on a continuous basis, three hundred and sixty five (365) days per year. The Regional District will schedule the Contractor and the Contractor will be required to be at the Site while completing the Work herein. The Regional District will direct the Contractor on tasks to be carried out while on site during the operating season.

The Contractor will deliver the Work specified herein at the Facility during the spray irrigation operating season from May 1st to October 31st. Pre-spray irrigation work typically occurs from April 15th to April 30th. Spray irrigation operations typically occur from May 1st to September 30th. Spray irrigation work may extend beyond September 30th.

3. GENERAL DUTIES

The Contractor will do the following as directed by the Regional District during the term of the Contract:

- prepare, operate, maintain spray irrigation equipment
- conduct routine maintenance on equipment, buildings, lagoons, and fences
- supply all tools and personal protective equipment required for maintenance work, and
- keep accurate records.

The Contractor is not required to do the following:

- sample effluent for regulatory monitoring purposes
- complete lagoon berm maintenance except as required herein
- non-routine maintenance or repair of site infrastructure and equipment, or
- supply fuel, lubricants and filters for pumping equipment.

4. PRE-SPRAY IRRIGATION WORK

Prior to commencing spray irrigation activities, the Contractor will inspect and prepare all equipment to ensure that equipment is ready for spray irrigation activities. Equipment includes, but is not limited to, pumps, hoses, pipes, and spray nozzles/sprinkler heads and wastewater treatment equipment.

5. SPRAY IRRIGATION WORK

The Contractor will not commence spray irrigation operations unless directed to do so by the Regional District. During spray irrigation operations, the Contractor will do the following:

- 5.1 Ensure warning signage is posted as directed by the Regional District;
- 5.2 Operate, move, relocate, and monitor spray irrigation equipment;
- 5.3 Maintain according to the manufacturer's recommendations, spray irrigation pumping equipment, which includes monitoring fuel and fluid levels, monitoring and replacing pump filters and any other routine work required for the operation of the pumping equipment;
- 5.4 Monitor the conditions of the receiving fields to ensure that absorption capacities of the soil and vegetation are not exceeded;
- 5.5 Monitor the spray field collection ditch and pump out the ditch as required; and
- 5.6 Apply chlorine, or other wastewater treatment products, for wastewater treatment purposes as required.



5.7 Record the following:

- volumes and times of spray activity
- time spent pumping berms
- time spent spraying berms
- time spent moving hoses, sprinklers and pipes
- chlorine application information (percent dosage, residual concentrations, application times)
- daily inflow volumes (if applicable)
- spray field conditions at the end of the day, and
- site concerns and observations

All concerns and observations that effect site operations will be reported to the Regional District at the earliest possible times. Forms for recording the above information will be supplied by the Regional District and will be made available to the Regional District upon request and will be submitted on a monthly basis.

5.8 On a regular basis, the Contractor will trim weeds and grass growing around fences and buildings.

6. POST SPRAY IRRIGATION WORK

- 6.1 At the end of the spray irrigation season, the Contractor will inspect and maintain all equipment so that the equipment is in good working order for the next spray irrigation season, prior to storing equipment. Damaged or worn equipment should be reported to the Regional District.
- 6.2 The Contractor will provide a written report to the Regional District on their work for the season. The report will include the Contractor's observations on damaged or worn equipment.

7. EQUIPMENT AND TOOLS

- 7.1 The Regional District will supply all specialized equipment, tools, and any supplies required to operate the system. The equipment and tools shall remain at the Facility unless otherwise arranged by the Regional District and the Contractor. All equipment and tools supplied by the Regional District will remain the property of the Regional District and the Contractor will return all tools and equipment to the Regional District at the completion of the Contract term.
- 7.2 The Contractor will supply all equipment and tools required to complete routine maintenance work. Contractor supplied tools will remain the property of the Contractor. The Regional District will not be responsible to repair or replace any tools supplied by the Contractor that are damaged, broken, lost, or stolen.
- 7.3 The Contractor will be responsible for replacing or repairing Regional District tools and equipment that are lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged tools and equipment.



- 7.4 The Contractor will immediately report any equipment or facility infrastructure breakdown or malfunction.

8. SIGNS

- 8.1 The Regional District will provide all informational signs for the Facility. The Contractor will place, relocate, and maintain these devices in accordance with instructions given by the Regional District. This will include ensuring that signs are in good condition, maintained in a firm vertical position, and are free of dirt, snow, and foreign matter.
- 8.2 The Contractor will immediately notify the General Manager of any damaged or missing signs.

9. SITE CLEANLINESS

- 9.1 The Contractor will ensure that the Facility is always maintained in a neat and orderly fashion. The appearance of the site will be such as to present a well-maintained Facility at all times.
- 9.2 The Contractor will ensure that all property within the Facility, including access roads, ditches, and culverts, remain clear and free of accumulations of litter or other materials.

10. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the General Manager. The Contractor will provide and maintain personnel as follows:

- must have full knowledge of the Regional District's operating requirements
- must have a general ability to operate and maintain the spray irrigation equipment
- must have the ability to comply with and follow the Contractor's occupational health and safety plan, and
- must have the ability to immediately contact the Regional District if any problems should arise.

11. CONTRACTOR'S FACILITIES

All structures to be constructed or temporarily placed at the Facility by the Contractor will be subject to prior approval by the General Manager. The Contractor's request for such structures must be made in writing to the General Manager and will include drawings and details of the structure that specify design features and building materials. The Contractor will be responsible for all building permits and associated costs that may be required. The Contractor will remove such structures from the Facility following completion of the Contract at their own expense.

12. REGIONAL DISTRICT'S FACILITIES

- 12.1 The Contractor will ensure that buildings and access gates are locked at all times. The Contractor will not use these buildings for the storage of any of the Contractor's tools, equipment, and anything else owned by the Contractor unless approved by the General Manager.
- 12.2 The Contractor will keep all buildings in a neat and orderly manner.
- 12.3 The Contractor will inspect all gates, fences, buildings, infrastructure, and equipment once per week to ensure that they are in good repair.
- 12.4 The Contractor will immediately report to the Regional District any fire, evidence of fire or acts of theft, vandalism, or damage to the Regional District's Facilities, infrastructure or Equipment.
- 12.5 The Contractor will inspect the lagoon berm system on a weekly basis for signs of erosion, deterioration, damage, or animal activity. Any observations of weeping, leaking, seeping, or discharge of wastewater from the lagoon berm system will be immediately reported to the General Manager.
- 12.6 The Contractor will inspect and record daily lagoon effluent levels and immediately report to the General Manager when lagoon Freeboard is less than one (1) metre.
- 12.7 The Contractor, or any of their workers, shall not issue keys for copying or for unsupervised access to any controlled access portion of the Facility. At the completion of the Contract term, the Contractor will return all keys to the Regional District, or when requested to do so by the General Manager. If the Contractor loses any keys, they will immediately notify the Regional District.
- 12.8 The Contractor will be responsible for replacing and repairing any Regional District property that is lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged property.

13. SECURITY

- 13.1 The Contractor will ensure that no unauthorized persons are on-site at the Facility during active spray irrigation operations.
- 13.2 The Contractor will ensure that all gates and buildings and equipment are secure prior to leaving the Facility.
- 13.3 The Regional District accepts no responsibility for damage, vandalism, or theft to any of the Contractor's facilities and equipment stored at the Facility.
- 13.4 The Contractor will immediately notify the Regional District of any acts of theft or vandalism or damage to the Facility.



14. RECORD KEEPING

The Contractor must keep the following records and documents. These documents will be made available to the General Manager when requested, unless otherwise specified.

- 14.1 The Contractor will maintain a log book as directed by the Regional District. The log book will be completed on a daily basis and will remain at the Facility. Log book entries will include:
 - arrival and departure times at the Facility
 - weather observations, and
 - work completed, including inspections and maintenance work.
- 14.2 The Contractor will complete a daily site activity report whenever the Contractor is working at the Facility. These reports will be submitted to the Regional District on a monthly basis along with the Contractor's invoice.
- 14.3 The Contractor will complete the metre record log whenever pumping activities are occurring. These records will be submitted to the Regional District on a monthly basis.
- 14.4 The Contractor will keep records of any unauthorized activities or acts of damage, vandalism or theft at the Facility. Records will include observations and photographs of the activity.
- 14.5 At the conclusion of the spray irrigation season, the Contractor will provide a worker report to the Regional District. The report will include a summary of spray irrigation activity, Equipment wear observations and Equipment failure.



LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications



LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-contractors employed by them will be as listed below and further agrees that no changes or additions will be made to this list without the written approval of the Regional District.

Name of Sub-Contractor	Address of Sub-Contractor	Work to Be Performed by Sub-Contractor



CONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Year	Work Performed	Reference Contact (name and phone number)	Value



SCHEDULE OF PRICES

		Price
	Monthly Sum Price to provide the personnel, supervision, equipment and labour to complete all the required works as listed in Invitation to Quote ES-09-04, Spray Irrigation Services – Tabor Lake Community Sewer System	Monthly Sum
		GST
		TOTAL

		Price
Hourly Rate to provide additional work, not considered to be included within the Operational Specifications of Invitation to Quote ES-09-04, Spray Irrigation Services – Tabor Lake Community Sewer System	Hourly Rate	
	GST	
	TOTAL	

The following **must** be completed:

FIRM NAME OR INDIVIDUAL: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

CONTACT PERSON: _____

SIGNATURE OF AUTHORIZED PERSON

TITLE

PRINT NAME

DATE

WCB NUMBER _____

ARE YOU A GST REGISTRANT? YES NO

IF YES, PLEASE INDICATE YOUR GST # _____

IF 'NO', PLEASE FILL IN THE FOLLOWING:

SUPPLIER IS NOT REGISTERED BECAUSE: SUPPLIER QUALIFIES AS A SMALL SUPPLIER UNDER SECTION 148 OF THE LEGISLATION

OTHER: SPECIFY _____



**Invitation to Quote
ES-09-04
Spray Irrigation Services – Tabor Lake Community Sewer System**

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year of 2009 by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____ herein after called the "Contractor",

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
 - (a) provide all necessary materials, labour, supervision, and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "ES-09-04 - Spray Irrigation Services – Tabor Lake Community Sewer System" from May 1, 2009 to October 31, 2009, and
 - (b) commence to actively proceed with the Work of the Contract on May 1, 2009.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices, General Conditions of Contract, Contract Agreement and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied Contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.



6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at _____
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8

SIGNED ON BEHALF OF THE
**REGIONAL DISTRICT OF FRASER-
FORT GEORGE**

Petra Wildauer
General Manager of Environmental Services

Date

Diane Hiscock
General Manager of Financial Services

Date

SIGNED ON BEHALF OF THE

Contractor (please print)

Date



Appendix A: Site Location Map - Tabor Lake Community Sewer System



