



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-20-11

SPRAY IRRIGATION SERVICES BENDIXON COMMUNITY SEWER SYSTEM

- Date Issued:** Friday, April 17, 2020
- Closing Location:** Regional District Office,
3rd Floor, 155 George Street
Prince George, BC,
V2L 1P8
- Closing Date and Time:** **Tuesday, May 5, 2020 2:00 pm (Pacific Standard Time)**
NO PUBLIC OPENING
- Inquiries:** Email Bryan Boyes at bboyes@rdffg.bc.ca
- Note:** Late submissions will not be considered



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1. INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George (the “Regional District”) invites tenders for Spray Irrigation Services for the Bendixon Community Sewer System.

Scope of work includes:

- set up and takedown of irrigation system
- operation of spray infrastructure adhering to permit requirements
- maintenance of equipment such as pumps and sprinklers
- maintaining the lagoon facility in a neat and orderly condition
- repairing fencing, mowing, trimming
- monitoring spray irrigation areas
- recording daily tasks and spray hours

Lagoon spraying services will be provided from June until October. The contract term is June 1, 2020 to October 31, 2020.

1.1 Tender Documents

Invitation to Tender Documents may be obtained on, or after, Friday, April 17, 2020 as follows:

- A) In a PDF (Public Document Format) file format from the Regional District’s website at www.rdffg.bc.ca , or
- B) On BCBid@ website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format from the Regional District of Fraser-Fort George Service Centre, 155 George Street, Prince George, B.C. **by appointment only**, between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy Invitation to Tender package is ten dollars (\$10) (GST included) and is non-refundable.

It is the sole responsibility of the Tenderer to ascertain that they have received a full set of Invitation to Tender documents. Upon submission of their bid, the Tenderer will be deemed conclusively to have been in possession of a full set of Invitation to Tender documents.

Inquiries relating to this Tender must be in writing and directed to:

Bryan Boyes, Utilities Leader
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Phone: 250-960-4400 / Toll Free: 1-800-667-1959 / Fax: 250-562-8676
Email: bboyes@rdffg.bc.ca

1.2 Tender Close and Opening

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District, 3rd Floor, 155 George Street, Prince George, BC not later than 2:00 p.m. (local time) on Tuesday, May 5, 2020. Tenders will not be opened in public.



1.3 Tender Submissions

Two (2) complete copies of your Tender (pages 10 through 16) must be submitted in a sealed envelope with the following **information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box** (if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Regional District of Fraser Fort George
Spray Irrigation Services – Bendixon Community Sewer System
Invitation to Tender ES-20-11
3. Responding Organization's name and address.

The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically, or not in original Regional District format will NOT be accepted. Late tenders will not be accepted and will be returned to the Tenderer.

Any Tender received after the closing date and time (Tuesday, May 5, 2020 at 2:00 p.m.) will be considered disqualified and will be returned to the tenderer.

The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a tender pertaining to this ITT. The accuracy and completeness of the tender is the Tenderer's responsibility. Should errors in a tender be discovered, the Tenderer shall be solely responsible for any additional costs incurred by that Tenderer in the performance of the work and shall be solely responsible to correct any deficiencies or errors in that tender at their expense.

1.4 Acknowledgement Letter

Upon receipt of the ITT, a potential tenderer will sign one copy of the Acknowledgement Letter and email or fax the signed Acknowledgement Letter to the attention of Bryan Boyes, Utilities Leader.

A tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

Any tenderer who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

1.5 Regional District's Right to Reject Tender

The Regional District reserves the right, in its sole discretion, to waive informalities in tenders, reject any and all tenders, or accept the tender deemed most favourable in the interests of the Regional District. The lowest, or any tender, will not necessarily be awarded.

No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender.



In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a tender, a Tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its tender for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a tender, waives any claim for loss of profits if no agreement is made with the Tenderer.

If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the Tender.

Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest on the part of a tenderer. Without limitation, the Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the tenderer, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a tender submitted by a tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a tender, the tenderer is required to complete, sign, and include with their tender a Conflict of Interest Disclosure Statement (page 16).

The Regional District reserves the right to reject any tender submitted by a tenderer who is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

1.6 Proof of Ability

A Tenderer will be competent and capable of performing the work. A Tenderer may be required to provide evidence of previous experience and financial responsibility before the contract is awarded.

Equipment and tools outlined under Section 8., Operational Specifications, will be made available by the Tenderer for successfully meeting contractual obligations.

1.7 Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications, or any other documents, herein or having any doubts on the meaning or intent of any part thereof should immediately request in written form, either by fax, by email or by mail, clarification from Bryan Boyes, Utilities Leader. Upon receipt of the written request for clarification, Mr. Boyes will send written instructions or explanations to all parties registered as having returned the



Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the successful Tenderer's (Contractor) risk.

Addenda and Amendments issued during the time of Tendering will be signed by the Contractor and included with the Tender and will become a part of the Tender documents.

NOTE: the last day that requests for clarification or inquiries may be made is Wednesday, April 29, 2020 in order that addenda, if necessary, are issued in time for all tenderers to complete their submission and have it delivered to the Regional District office prior to the closing time and date of the ITT. After April 29, 2020, should changes be necessary to the work of this ITT, they will be addressed through Article 20, Changes in the Work under General Conditions.

Addenda and Amendments issued during the time of Tendering will be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The Contractor will satisfy themselves as to the practicability of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting their Tender, will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means of access to the site, the accommodations they may require, and, in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the prices stated in the Schedule of Prices. These prices will cover all of their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

3. START AND DURATION OF CONTRACT

The Contract will begin on June 1, 2020 at 12:01 a.m. and the Contract will remain in force until midnight October 31, 2020. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be from May 1 of each year and will run until October 31, as per the Schedule of Prices at the tendered rates to a maximum of two (2) years. Each extension will be for a one-year period and the total Contract duration will not exceed three (3) years.

4. TENDER PRICES

Tender prices must remain open for acceptance for a period of sixty (60) days from the time of Tender opening (Tuesday, May 5, 2020), unless otherwise stated by the Regional District.



Tenders will be evaluated on the ability of the Tenderer to comply with Contract requirements, the Tendered Price and experience. Where tender prices are the same, the Regional District will consider experience in similar work beyond the minimum standards established in the Contract.

The Regional District will not be responsible for any costs incurred by the tenderer which may result from the preparation or submission of documents pertaining to this Tender.



ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

Email

We presently intend to _____ provide/ _____ not provide a Tender as requested.

Return immediately to:

Bryan Boyes,
Utilities Leader
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8



TENDERER CHECKLIST

Before submitting your tender, check the following points:

- Has the Tender Form been signed and witnessed? _____
- Is the Schedule of Prices completed? _____
- Is the Conflict of Interest Disclosure Statement completed? _____
- Are the following pages included?
 - › List of Contractor’s Personnel? _____
 - › List of Sub-Contractors? _____
 - › Tenderer’s Experience in Similar Work? _____
 - › Goods and Services Tax Information? _____
 - › Any Addenda that were issued? _____
- Are the documents complete? _____
- Are the documents enclosed in a sealed envelope? _____

Note: Your tender may be disqualified if ANY of the applicable foregoing points have not been complied with.

Ensure that the tender is returned in a sealed envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- Regional District of Fraser-Fort George
Spray Irrigation Services – Bendixon Community Sewer System
Invitation to Tender ES-20-11
- Responding Organization’s name and address.



TENDER FORM

Date: _____
(To be completed by Tenderer)

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

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Tender Form, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and having satisfied ourselves as to the sufficiency of the Tender, the undersigned agrees to furnish all labour, equipment, materials, supervision and services and do all work necessary for and reasonably incidental to the spray irrigation services at the Bendixon Community Sewer System as specified, in accordance with the contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the prices shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender opening and will not be withdrawn during that period of time.

The Tendered price includes all taxes, duties and all other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all work specified in the Contract on the basis of the prices tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list **without written approval of the Regional District.**

If the undersigned is notified in writing of the acceptance of this Tender, they agree that within fourteen (14) days of the date of the acceptance notice they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

It is understood that the successful Tenderer will forfeit all claims for execution of a contract with the Regional District if the Tenderer fails or refuses to execute a contract within fourteen (14) days after notification that they are the successful Tenderer.



The undersigned agrees that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

The tenderer hereby acknowledges receipt and inclusion of the following addenda to the Tender Documents:

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Signed and Delivered by:

Name of Tenderer (Company)

In the presence of:

Signature of Individual Tenderer or
Authorized Signing Officer of Corporate Tenderer

(Witness to individual Tenderer or authorized
signing officer of Corporate Tenderer)

Address of Tenderer



SCHEDULE OF PRICES – TENDERED PRICE

To supply all necessary equipment, labour, materials, supervision and all things necessary for spray irrigation services at the Lagoon in accordance with the attached General Conditions and Operational Specifications.

1) TENDER SUM:

- A. Lump sum (GST excluded) tendered price per month:
Spray Irrigation Services \$ _____
- B. GST \$ _____
- C. Total Tender Sum (GST included) per month \$ _____
- D. Total services per current year (June – October 2020) (C x 5) \$ _____
- E. Total services per each extension year (May – October) (C x 6) \$ _____

Hourly rate applies if less than 13 operational days per month

- A. Hourly rate for services, also applies to any additional work not considered to be including within Operational Specifications of Invitation to Tender ES-20-11, Spray Irrigation Services, Bendixon Community Sewer System \$ _____
- B. GST \$ _____
- C. Total (GST included) per hour \$ _____

WorkSafeBC Account Number: _____

As the work prescribed by this contract is weather and ground condition dependent, the following is an average of days of work per month for the past years:

Month	Number of days
May	4
June	10
July	15
August	15
September	7
October	4

These numbers do not necessarily mean these will be the amount of days worked for this contract. The above numbers are only provided in order for bidders to have a rough idea for price building.



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. As the job is service oriented, the Regional District is looking for the Contractor's employees to have customer service experience.

Name of Employee	Employee's Experience / Qualifications

Name of Supervisor	Supervisor'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 their list without the written approval of the Regional District.

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

TENDERER'S EXPERIENCE IN SIMILAR WORK

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



GOODS AND SERVICES TAX INFORMATION

Supplier: _____

Name _____

Address _____

City _____ Province _____

Postal Code _____ Phone Number _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, Please fill in the following (check appropriate box):

- Supplier qualifies as a small supplier under s.148 of the legislation
- Other: Specify _____

Signature of Authorized Signatory

Print Name

Title

Date



CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-20-11 Spray Irrigation Services – Bendixon Community Sewer System

Tenderer Name: _____

The Tenderer, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Tenderer on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Tenderer with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed



CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

COMPANY

a company duly incorporated under the laws of British Columbia
and having a place of business at:
Street Address
City, Province, Postal Code

(hereinafter called the "Contractor")

OF THE SECOND PART

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 "Spray Irrigation Services – Bendixon Community Sewer System" Contract ES-20-11 for the term June 1, 2020 to October 31, 2020; and
 - (b) Commence to actively proceed with the Work of the Contract on June 1, 2020.
2. The Regional District will pay to the Contractor a 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 Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Contractor's Personnel, List of Sub-contractors, Tender's Experience in Similar Work, Conflict of Interest Disclosure Statement, General Conditions of Contract, Contract Agreement, 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 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract 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 Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.

The Contractor at _____
(Address)

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

_____) _____
Chair) Date

_____) _____
GM of Legislative and Corporate Services) Date

**SIGNED ON BEHALF OF
COMPANY**

_____) _____
Authorized Signature Signatory) Date

_____) _____
(Name and Title) (Please print)



GENERAL CONDITIONS

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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 Tenderer 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 Lagoon Property and all equipment, buildings, and improvements within the property.

"MANAGER" means the General Manager of Environmental Services of the Regional District or their authorized representative(s) as designated to the Contractor.

"MATERIAL" or "MATERIALS" means, unless otherwise specified, anything and everything other than persons or the Contractor's equipment which is manufactured, processed or transported to the site, or existing on the site, and incorporated in the complete Works.

"REGIONAL DISTRICT" means the Regional District of Fraser-Fort George.

"ROAD" means the designated areas within the Facility with surfaces that have been prepared for vehicular traffic.

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

"SUPPLY" or "PROVIDE" means supply and pay for and provide and pay for.

"LAGOON" means a Regional District lagoon facility that is used for the authorized storage of liquid waste.

"LAGOON PROPERTY" means the property occupied by the Regional District for the purpose of operating a Lagoon.

"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 materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Tender documents or as directed by the Regional District and all incidental Work to complete the project.

This Contract is not a Contract 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. MANAGER'S STATUS

The 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 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.

If at any time the Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as is considered necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitles the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws, or regulations that may result.

5. REPORTS

The Contractor will, upon the request of the Manager, fully inform the 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 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 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 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 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. CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Contractor will treat as confidential and will not, without the prior written consent of the Manager, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfil their obligation under this Contract, or by the laws of British Columbia.

10. 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.

11. 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.

12. SUB-CONTRACTORS

The sub-contractors named in the List of Sub-Contractors Form will not be changed nor will additional sub-contractors be employed except with the **written approval of the 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.

13. OWNERSHIP

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

- (a) be the exclusive property of the Regional District; and
- (b) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Contract.



14. 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 exits, 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.

15. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or workers arising from the entering of the Contract or the carrying out of the Work, whether on the Regional District's lands and whether arising from statutory liability or not.

16. 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.

If the Contractor shall discover any provision in the Contract that is contrary to, or inconsistent with, any laws or regulations, the Contractor will notify the Manager in writing.

17. 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.

18. PROTECTION OF WORK AND PROPERTY

The Contractor shall take all reasonable precautions necessary to protect the Regional District's property from damage during the performance of the Contract and shall make good on any damage to the Regional District's property caused by the Contractor, its Sub-Contractor, employees, or agents during the performance of the Contract.

19. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property at the Facility and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

20. 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.

21. PAYMENT

The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the facility during the previous month based on Line A of the Tender Sum in the Schedule of Prices.

The Regional District will by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

22. GOODS AND SERVICES TAX (GST)

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 GST tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

23. 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 14.
- (f) Where the Contractor is delinquent in their WorkSafeBC coverage.
- (g) When the Contractor is ineligible for WorkSafeBC coverage, the Contractor will provide a letter to the Regional District stating that they are ineligible for WorkSafeBC coverage. The Regional District is then required to pay the WorkSafeBC premiums. Premiums will then be deducted from the monthly invoice. WorkSafeBC rates fluctuate on a period by period basis.



24. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements as outlined above.

25. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., June 1, 2020 to midnight, October 31, 2020. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each extension will be for a one-year period, from May 1 to October 31, and the total Contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices at the tendered rates.

26. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Contract amount. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their payment and paid to WorkSafeBC.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months thereafter during the term of the Contract.

Where the contractor may not be eligible for WCB coverage, the contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.



27. CONTRACT PERFORMANCE REVIEWS

From time to time, as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the scope of work or suspension/termination of the Contract.

28. DISPUTED WORK

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will within five (5) days deliver to the Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Manager, or the time at which the Contractor determines that they are required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.

29. RIGHTS OF WAIVER

A waiver of any breach of, or provision of, this Contract 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.

30. 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.

31. GOVERNING LAWS

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.



32. NOTICE OF PROTEST

NOTICE OF PROTEST

TO: General Manager of Environmental Services
Regional District of Fraser-Fort George

FROM: (Contractor)

DATE:

SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.
(Set out details of work).
(Include dates where applicable)

The additional costs and claim for this work is as follows:
(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor



OPERATIONAL SPECIFICATIONS

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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 Bendixon Community 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 June 1 to October 31, (Renewal years, May 1 – October 31). Pre-spray irrigation work typically occurs the first two weeks of May, to line up with initial lagoon sampling for permission to spray. Spray irrigation operations typically occur from May 1st to September 30th. Spray irrigation work may extend beyond September 30th. One-week advance written notice will be provided to the Contractor if any change in operating hours is required.

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, including supply of fuel, lubricants and filters for pumping 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.

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 and will confirm spray irrigation directions weekly. Spray irrigation has to take place between 8:00 a.m. and 8:00 p.m. only. 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 Conduct spray irrigation only between 8:00 a.m. and 8:00 p.m.;
- 5.3 Ensure any valve adjustments (opening/closing) are discussed and approved by the Regional District in advance;
- 5.4 Operate, move, relocate, and monitor spray irrigation equipment;
- 5.5 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;
- 5.6 Monitor the conditions of the receiving fields to ensure that absorption capacities of the soil and vegetation are not exceeded;
- 5.7 Monitor the spray field collection ditch;
- 5.8 Apply chlorine, or other wastewater treatment products, for wastewater treatment purposes as required.

6. RECORDING REQUIREMENTS:

- volumes and times of spray activity
- 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, within the first week of the following month.



7. POST SPRAY IRRIGATION WORK

- 7.1 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.
- 7.2 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.
- 7.3 Upon confirmation that the Regional District has obtained a valid burning permit, the contractor will burn the lagoon berms to clear them of vegetation for the next season, following all requirements of the burning permit.

8. EQUIPMENT AND TOOLS

- 8.1 The Regional District will supply all specialized equipment, tools, and any supplies required to operate the Bendixon Community Sewer 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.
- 8.2 The Contractor will supply all equipment, fuel, lubricants, filters 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.
- 8.3 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.
- 8.4 The Contractor will immediately report any equipment or facility infrastructure breakdown or malfunction.

9. SIGNS

- 9.1 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.
- 9.2 The Contractor will immediately notify the Manager of any damaged or missing signs.

10. SITE CLEANLINESS

- 10.1 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.
- 10.2 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.
- 10.3 On a regular basis, the Contractor will trim weeds and grass growing around fences and buildings as well to maintain site attractiveness (mowing around lagoons and access roads).



11. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the 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.

12. 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 Manager. The Contractor's request for such structures must be made in writing to the 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.

13. REGIONAL DISTRICT'S FACILITIES

- 13.1 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 Manager.
- 13.2 The Contractor will keep all buildings in a neat and orderly manner.
- 13.3 The Contractor will inspect all gates, fences, buildings, infrastructure, and equipment once per week to ensure that they are in good repair.
- 13.4 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.
- 13.5 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 Manager.
- 13.6 The Contractor will inspect and record daily lagoon effluent levels and immediately report to the Manager when lagoon Freeboard is less than one (1) metre.
- 13.7 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 Manager. If the Contractor loses any keys, they will immediately notify the Regional District.
- 13.8 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.



14. SECURITY

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

15. RECORD KEEPING

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

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

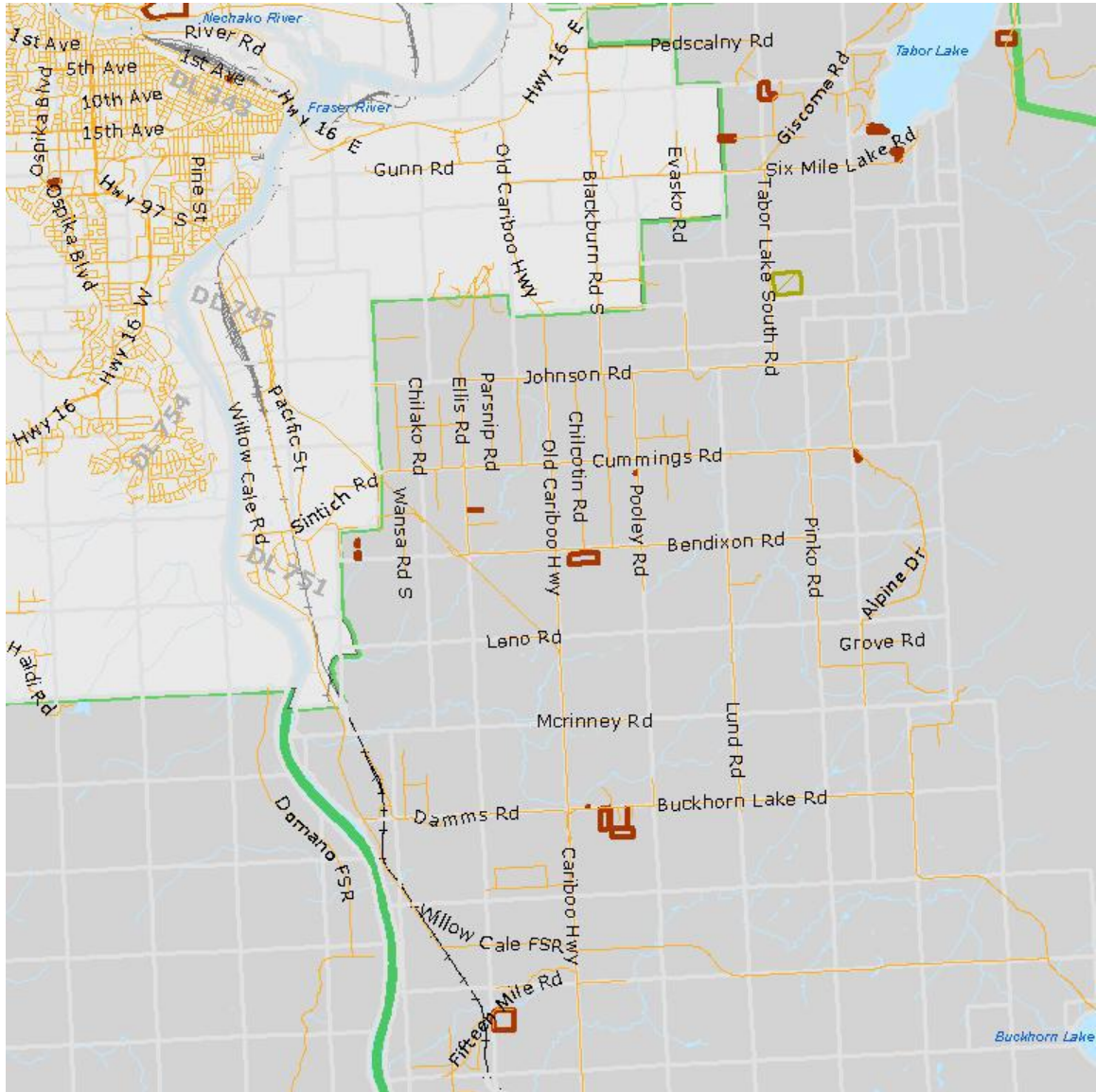
16. MISCELLANEOUS

Domestic animals are not permitted on any Regional District Community Sewer System sites without the written permission from the Manager. If permission is granted, then the animal must be kept under control at all times and will not be permitted in the spray irrigation or the receiving/storage lagoon areas of the facility.



APPENDIX 'A' – SITE LOCATION MAP

Bendixon Community Sewer System





APPENDIX 'B' – SITE PLAN

Bendixon Community Sewer System

