



**REGIONAL DISTRICT
of Fraser-Fort George**

INVITATION TO TENDER

ES-26-02

**Spray Irrigation Services
Tabor Lake Community Wastewater
Treatment Lagoon**

Date Issued

February 25, 2026

Closing Location

Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
purchasing@rdffg.bc.ca

Mandatory Site Meeting

March 4, 2026 at 11:00 am PST
Tabor Lake Community Wastewater Treatment Lagoon

Inquiries

Bryan Boyes at bboyes@rdffg.bc.ca
Inquiries deadline: March 11 at 4 pm PST

Closing Date

March 18, 2026 at 2 pm PST
No Public Opening

Late submissions are not considered



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Invitation to Tender

ES-26-02 Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon

PART A – INTRODUCTION

The Regional District of Fraser-Fort George (the “Regional District”) invites tenders for Spray Irrigation Services for the Tabor Lake Community Wastewater Treatment Lagoon.

Scope of work includes:

- Set up and takedown of spray irrigation system
- Operation of spray irrigation infrastructure adhering to Ministry of Environment and Parks permit requirements
- Maintenance of equipment such as pumps and sprinklers
- Maintaining the lagoon facility in a neat and orderly condition
- Repairing fencing around the lagoon and mowing and trimming within the fenced areas
- Monitoring spray irrigation areas
- Meeting the recordkeeping and reporting requirements

Lagoon spraying services will be provided from May until October.

The contract term is **May 1, 2026 – October 31, 2026.**

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **February 25, 2026.**

- a. in a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.ca;
- b. on the BCBid® website at www.bcbid.gov.bc.ca.

All subsequent information regarding this ITT, including amendments, Addendum(s) and answers to questions will also be available as above.

It is the sole responsibility of the tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.

To be considered, Tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this ITT. Any Tender received by the Regional District that is unsigned will be rejected.

The lowest of any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders.

TENDER SUBMISSION AND CLOSING LOCATION AND TIME:

The Regional District will accept Tenders submitted either by direct delivery (hand delivery, courier or by post/mail) or electronically to the Closing Location and Time as outlined below.

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC (the "**Closing Location**") not later than 2:00 p.m. local time on **March 18, 2026** (the "**Closing Date**") or by email to purchasing@rdffg.bc.ca. There will not be a public opening for this Tender.

Tenders must be in English and must be submitted using the submission methods below.

Closing Date for tenders is March 18, 2026, at 2 pm PST. local Prince George time.

For Tenders to be submitted by hard copy direct delivery:

Two complete copies of your Tender 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. Invitation to Tender, ES-26-02
Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon
3. Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be submitted Electronically:

"Prince George Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

The Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: ES-26-02 – Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon – (Insert Responding Tenderer's Name)

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files should not collectively exceed 30MB. Zip the files to reduce the size if needed. **Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.**

Tenders must be submitted to purchasing@rdffg.bc.ca. Do not deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

The Regional District does not assume any risk or responsibility or liability, including in contract or

tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received;
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender;
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

PART B – INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

ES-26-02 – Spray irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon

Instructions regarding obtaining the Tender Documents are contained in Part A: Introduction.

Questions relating to the tender or project must be directed to Bryan Boyes

General Inquiries:

Bryan Boyes, Utilities Leader ~ Email: bboyes@rdffg.bc.ca

Deadline for question submissions is 4:00 p.m. (local time) March 11, 2026.

Those questions that are determined to be of a common interest to all potential Tenderer's will be summarized and posted as Addendum(s) on the Regional District's website as well as the BCBid® website.

ACKNOWLEDGEMENT LETTER

Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to, environment@rdffg.bc.ca. 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 Addendum(s), or answers to questions and may be disqualified.

SITE MEETING

All prospective Tenderers must attend the site meeting. The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this ITT. The purpose of the site meeting is for Tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their Tender.

Oral questions will be allowed at the Tenderers' meeting. However, questions of a complex nature, or questions where the Tenderer requires anonymity, should be forwarded in writing, prior to the meeting, to the Project Manager.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site meetings or providing individuals access to the sites.

The mandatory site visit will be held at the Tabor Wastewater Treatment Lagoon on March 4, 2026, at 11:00 a.m.

Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.

TENDER PROCESS

1.0 Definitions

- 1.1 "**Addendum(s)**" means all additional information regarding this ITT including amendments to the ITT.
- 1.2 "**BC Bid**" means the BC Bid website located at www.bcbid.ca.
- 1.3 "**Board**" means the Board of the Regional District.
- 1.4 "**Certified**" means possessing a valid and current operator certification issued by the Environmental Operators Certification Program of British Columbia (EOCP) at the level required for the classification of the applicable wastewater facility under provincial enactments and maintaining such certification in good standing.
- 1.5 "**Closing Location**" means the location specified in Part A - Introduction.
- 1.6 "**Closing Time**" means the closing time and date specified in Part A - Introduction.
- 1.7 "**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.
- 1.8 "**Contractor**" means the successful Tenderer to the ITT who enters into a Contract with the Regional District.
- 1.9 "**Direct Supervision**" means the certified Operator is available on site or immediately reachable and able to attend the facility without delay.
- 1.10 "**Environmental Operators Certification Program**" or "**EOCP**" means the Environmental Operators Certification Program of British Columbia, being the organization responsible for the classification of water and wastewater facilities and the certification of operators in accordance with applicable provincial enactments, as amended or replaced from time to time.
- 1.11 "**Equipment**" means means anything and everything except persons used by the Contractor in performance of the work.
- 1.12 "**Facility or Facilities**" means the Lagoon Property and all equipment, buildings, and improvements within the property.
- 1.13 "**Form of Tender**" means the form of tender attached to this ITT.
- 1.14 "**ITT**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.15 "**Lagoon**" means a Regional District wastewater treatment facility consisting of an engineered earthen or lined basin designed for the storage and biological treatment of wastewater or effluent in accordance with applicable provincial enactments.

- 1.16 "**Lagoon Property**" means the property occupied by the Regional District for the purpose of operating a wastewater treatment Lagoon.
- 1.17 "**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.
- 1.18 "**Must**" means a requirement that must be met in order for a Tender to receive consideration.
- 1.19 An "**Operator**" is a person who holds EOCP certification as a Small Wastewater System Operator (or higher, depending on facility requirements); is responsible for the day-to-day operation and compliance of the system; and ensures monitoring, recordkeeping, reporting, and maintenance are carried out in accordance with provincial approvals and regulatory conditions.
- 1.20 "**Project Manager**" means a representative(s) of the Regional District as designated to the Contractor.
- 1.21 "**Regional District**" means the Regional District of Fraser-Fort George.
- 1.22 "**Road**" means the designated areas within the Facility with surfaces that have been prepared for vehicular traffic.
- 1.23 "**Should**", or "**May**" means a requirement having a significant degree of importance to the objective of the ITT, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Tender.
- 1.24 "**Small Wastewater System**" means a wastewater collection/treatment system of limited size and complexity (serving under ~500 people) that qualifies for the EOCP's small wastewater system classification, with associated operator training and certification appropriate to that scale.
- 1.25 "**Spray Irrigation**" means the controlled application of treated wastewater effluent to land by means of a pressurized sprinkler or spray distribution system for the purpose of disposal, nutrient uptake, or beneficial reuse in accordance with applicable provincial regulations.
- 1.26 "**Supply**" or "**Provide**" means supply and pay for and provide and pay for.
- 1.27 "**Tender**" means a submission in response to this ITT.
- 1.28 "**Tender Documents**" means the documents listed in Section 2.1.
- 1.29 "**Tenderer**" means the person submitting a Tender.
- 1.30 "**Wastewater Treatment Facility**" means a Regional District facility consisting of one or more engineered wastewater treatment lagoons designed and operated for the storage and biological treatment of wastewater or effluent and authorized under applicable provincial enactments.

1.31 "**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 Contact.

2.0 Tender Documents

2.1 The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers;
- (c) Part C – Contract General Conditions; and
- (d) Appendices:
 - i. Appendix A – Acknowledgment Letter;
 - ii. Appendix B – Bidder Checklist;
 - iii. Appendix C – Tender Form;
 - iv. Appendix D – Schedule of Prices – Tendered Price;
 - v. Appendix E – List of Contractor’s Personnel;
 - vi. Appendix F – Tenderers Experience in Similar Work;
 - vii. Appendix G – Conflict of Interest Disclosure Statement;
 - viii. Appendix H – Goods and Services Tax Information;
 - ix. Appendix I – Contract Agreement;
 - x. Appendix J - Operational Specifications;
 - xi. Appendix K – Site Location Map.

2.2 If there is a conflict between or among the Specifications and the other Tender Documents, the other Tender Documents shall prevail over the Specifications.

3.0 Acceptance of Terms and Conditions

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).

4.0 Submission Instructions

- 4.1 Each Tenderer must complete and provide Appendix A and C through H.
- 4.2 All prices and notations should be legibly written in a non-erasable pen. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.
- 4.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 4.4 The Regional District may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the Regional District's website, at www.rdffg.ca and at BC Bid.
- 4.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.
- 4.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 4.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid.
- 4.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.
- 4.9 The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a Tender is the Tenderer's responsibility.

5.0 Discrepancies or Omissions

- 5.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof, should immediately request in written form, either by email or by mail, clarification from the Project Manager. Upon receipt of the written request for clarification, The Project Manager may, in the person's sole discretion, send written instructions or explanations to all parties registered as having returned the acknowledgement letter, and make amendments to this ITT. No responsibility will be accepted for oral instructions.
- 5.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

6.0 Late Submissions

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

7.0 Changes to Tenders

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- a. For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus variance to the Tenderer's Tender Price; or
- b. In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

8.0 Bid Prices

- 8.1 The Tenderer will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the price stated in the Schedule of Prices. These prices will cover all 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 Tenderer's overhead and profit, except where otherwise provided elsewhere in this ITT.
- 8.2 Tender prices must remain open for acceptance for a period of 90 days from the Closing Date unless otherwise stated by the Regional District.
- 8.3 The Regional District of Fraser-Fort George 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.

9.0 Rejection of a Tender

- 9.1 The Regional District may, in its sole discretion, 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.
- 9.2 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.

9.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Tender which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Tender submitted;
- c. waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
- d. reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
- e. accept a Tender which is not the lowest Tender; and
- f. cancel or reissue the Tender without any changes.

9.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

10.0 Conflict of Interest

10.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a Conflict of Interest Disclosure Statement (Appendix G).

10.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential or perceived conflict of interest.

The Regional District may 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 a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; 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 a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- a. names and contact information of the Tenderer and the person for which the advance opinion is requested;
- b. a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- c. copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

11.0 Tender Evaluation

- 11.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost effectively complete the work described in this ITT.
- 11.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District shall use the following criteria to evaluate tenders received:
 - a. tender's qualifications and experience;
 - b. past work experience with similar projects;
 - c. acceptability of reference checks; and
 - d. tender price
- 11.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.
- 11.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.
- 11.5 Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the tender that the Regional District considers provides best overall value.

12.0 Proof of Ability

- 12.1 The Tenderer must demonstrate that they are competent and capable of performing the Work described in this Contract.
- 12.2 As part of the Tender package, the Tenderer shall provide evidence satisfactory to the Regional District of:
 - a. Current certification in good standing under the Environmental Operators Certification Program of British Columbia (EOCP).

- 12.3 The Contractor must be the on-site certified Operator and hold a valid and current EOCP certification as either:
- a. Small Wastewater System (SWWS) Operator; or
 - b. Wastewater Treatment Operator at a level equal to or higher than the classification of the applicable Wastewater Treatment Facility.
- 12.4 Certification and good standing with EOCP shall be maintained for the duration of the Contract.

13.0 Equipment

- 13.1 The Regional District will supply all specialized equipment, tools, and materials required for the inspection of the Tabor Lake Community Wastewater Treatment Lagoon and for the operation of the spray irrigation system.
- 13.2 All equipment and tools provided by the Regional District shall remain the property of the Regional District and shall be used solely for the purposes of performing the Work under this Contract.
- 13.3 Unless otherwise authorized in writing by the Regional District, all equipment and tools shall remain at the Facility at all times. The Contractor shall be responsible for the care, proper use, and secure storage of all equipment and tools while in their possession or control.
- 13.4 Upon completion or termination of the Contract, the Contractor shall return all Regional District equipment and tools in good working order, reasonable wear and tear excepted.
- 13.5 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.
- 13.6 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.
- 13.7 The Contractor will immediately report any equipment or facility infrastructure breakdown or malfunction.

14.0 Examination of Contract Documents and Site

- 14.1 The Tenderer will satisfy themselves as to the practicality 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.
- 14.2 The Tenderer 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 to access to the site, the

accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

15.0 Site Location and Facility Information

The Tabor Lake Community Wastewater Treatment Lagoon is located in Northern British Columbia, approximately 15 km east of Prince George, off Highway 16 - right on Stewart Rd, right on Giscome Rd and left on Valhalla Rd. refer to Appendix K.

16.0 Liability for Errors

16.1 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 Proponent's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.

16.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

17.0 Limitation of Liability

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Tender preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

18.0 Ownership of Tenders and Freedom of Information

18.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.

18.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

19.0 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, 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 a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.

PART C – CONTRACT GENERAL CONDITIONS

1. Contract

1.1 Form of Contract

The form of contract will be similar to the sample contract on page 33, Appendix I, and will include this ITT, Instructions to Tenderers, Tender Form, Tenderer's Experience in Similar Work, Schedule of Prices, all appendices, amendments, and addenda, and the successful Tenderer's submission. The Regional District reserves the right to negotiate the terms and conditions of the contract with the Tenderer whose tender is selected following the evaluation process.

1.2 Award of Contract

A contract for ES-26-02 – Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon is anticipated to be awarded on or about March 30, 2026. All Tenderers will be advised, in writing, as to the awarding of the Contract after that date.

The Regional District may, in its sole discretion, award Contract ES-26-02 – Tabor Lake Community Wastewater Treatment Lagoon or it may delay the date of awarding the Contract or cancel this ITT if deemed appropriate by the Regional District for any reason.

The Tenderer awarded the Contract (the "Contractor") will have seven calendar days to provide the following documentation upon notification that the Regional District has accepted its Tender:

- a. Proof of insurance as required under Article 8;
- b. Proof of WorkSafeBC coverage as required under Article 9; and
- c. Current certification under the Environmental Operators Certification Program of British Columbia (EOCP).

2. Start and Duration of Contract

The term of the Contract will begin on May 1, 2026 at 12:01 a.m. and the Contract will remain in force until midnight October 31, 2026. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to a maximum of two years. Each extension will be for a one-year period and the total Contract duration will not exceed three years.

3. Term and Termination

The term of this Contract shall commence as set out in Section 2, Start and Duration of Contract, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than 30 business days advance written notice to the other party. The Contractor or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

4. 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 an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.

5. 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 an assignment to a bank of the payments to be received hereunder.

6. Payment

- a. The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the site during the previous month based on Line A of the Tender Sum in the Schedule of Prices and must also quote "Contract ES-26-02".
- b. The Regional District will by the thirtieth 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.

7. 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.

8. Changes to the Contract 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 the Contract unless a "change order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

9. Insurance

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed 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 to require that the Regional District be provided with 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 \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.
- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- iii. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

10. WorkSafeBC

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six 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.

11. Damage to Existing Property

In the event of damage to the Regional District's property arising from actions of the Contractor, the procedure will be as follows:

- a. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
- b. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
- c. If the Contractor does not reply within 72 hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

12. 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 officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Contractor, and 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 actions, 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, and 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. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

13. Force Majeure

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services, cannot be performed because of: an act of God; an act of a legislative, administrative or judicial entity; fire; flood; labour strike or lock-out; epidemic; pandemic; unusually severe weather; or other similar cause outside of the control of the Parties (collectively "Force

Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of the agreed upon dates for service required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Part C, Section 23. "Dispute Resolution". Whereas a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Part C, Section 6. "Payment" of this ITT, as may be agreed by the Contractor, or as determined under Part C, Section 23. "Dispute Resolution" of the Sample Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Part C, Section 24.1, "Notice of Default".

14. Rights of Waiver

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

15. Severability

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

16. 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.

17. Supervisor and Labour

The Contractor must be the on-site certified Operator and hold a valid and current EOCP certification as either:

- a. Small Wastewater System (SWWS) Operator; or
- b. Wastewater Treatment Operator at a level equal to or higher than the classification of the applicable Wastewater Treatment Facility.

Pursuant to the Environmental Management Act and applicable regulations, certain Work may be performed under the direct supervision of a certified Operator.

Where Work is carried out by personnel other than the certified Operator, such Work shall be conducted under the direct supervision of the certified Operator, who shall maintain active oversight and be readily available to attend the Facility without delay.

The Contractor shall, if necessary, employ qualified and experienced personnel to perform the Work. Personnel engaged in lagoon monitoring, inspection, and spray irrigation activities shall have demonstrated experience with wastewater lagoon systems and land application processes.

During all scheduled operating hours and whenever spray irrigation activities are underway, the Contractor shall ensure that a minimum of one competent person is physically present at the Facility and authorized to carry out the Work in accordance with this Contract, the applicable operating permit, and regulatory requirements.

The Contractor will comply with all federal and provincial legislation regarding the 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 Project Manager when requested.

18. Character of Workers

The Contractor and 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 who, in the opinion of the Owner, 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 negligent, or willfully misconducts themselves will, at the written request of the Owner, 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 Senior Manager of Environmental Services.

19. 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, 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.

20. 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 30 days from the specified date of payment and fails to remedy such default within 10 days of the Contractor's written notice to do so.

21. 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.

22. Regional District's Right to Correct Deficiencies

The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five 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.

23. Dispute Resolution

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

24. Notice of Default

If the Contractor is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Contractor, require such default to be corrected. If within 15 days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

24.1 The Regional District shall compensate the Contractor for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Agreement, will be provided to the Regional District within ten business days of the termination date.

25. Governing Laws

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

26. Permit and Regulations

The Contractor will, at their own expense unless pre-approved in writing by the Regional District,

procure all other permits, certificates, and licenses 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.

27. Scope of Work

See Appendix J - Operational Specifications.

28. 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.

29. Project Manager's Status

The Project 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 Work has been satisfactorily carried out. The Project Manager will have the authority to stop the Work whenever such a 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 Project 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 nor 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.

30. 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, employees, or agents during the performance of the Contract.

31. Occupational Health and Safety

The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees, or agents not complying with the Regional District's health and safety expectations will be required to stop Work. They will not be allowed to resume Work until the safety requirements are met.

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property at the Facility, the Landfill, and points in between, and will comply with the Workers' Compensation Act of the Province of British Columbia.

32. Goods and Services Tax (GST)

Federal law states that a 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 tax (GST/PST, as applicable) on all invoices, and the Regional District is liable to pay this amount to the Contractor.

33. Disputed Work

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

34. 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

APPENDIX A - 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 Address

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

Please send any amendments to this Invitation to Tender via: _____ email _____ fax.

Return immediately to:

Environmental Services
Janet Todoruk
environment@rdffg.bc.ca
Regional District of Fraser-Fort George

APPENDIX B - BIDDER CHECKLIST

- | | | |
|--------------------------|---|-------|
| <input type="checkbox"/> | Did you attend the Mandatory Site Meeting? | _____ |
| <input type="checkbox"/> | Have you submitted the Acknowledgement Letter? | _____ |
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed? | _____ |
| <input type="checkbox"/> | Has the Schedule of Prices been completed? | _____ |
| <input type="checkbox"/> | Has the List of Contractor's Personnel been completed? | _____ |
| <input type="checkbox"/> | Has the Tenderers Experience in Similar Work been completed? | _____ |
| <input type="checkbox"/> | Has the Goods and Services Tax Information been completed? | _____ |
| <input type="checkbox"/> | Has the Conflict of Interest Disclosure Statement been completed? | _____ |
| <input type="checkbox"/> | Current certification in good standing under the Environmental Operators Certification Program of British Columbia (EOCP) | _____ |
| <input type="checkbox"/> | Are all amendments and/or addenda, if any, included and signed? | _____ |

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

If submitting by hard copy:

Tenderers should 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

- INVITATION TO TENDER ES-26-02
Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon

- Responding Organization's name and address.

If submitting by email:

Tenderers should ensure that the files should not collectively exceed 30MB. Tenders must be submitted to purchasing@rdffg.bc.ca.

Subject of the file to be:

ES-26-02 Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon
(Insert Responding Tenderer's Name)

APPENDIX C - TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written Addendum(s) (if any), and having visited the site(s) for purposes of examining site conditions and having satisfied myself/ourselves as to the sufficiency of ITT ES-26-02 Spray Irrigation – Tabor Lake Community Wastewater Treatment Lagoon, the undersigned agrees to furnish all labour, transportation, maintenance equipment and materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for 90 days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the awarded Contract only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within 14 days of the date of the acceptance notice I/we 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.

I/We agree 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.

I/We agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that 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 the ITT, whether or not such non-compliance is material.

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages,

expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract;
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

I/We hereby acknowledge receipt and inclusion of the following Addendum(s) to the ITT Documents:

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

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

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

Signed and Delivered by:

_____ Signature of Authorized Signatory	_____ Name of Tenderer
_____ Name of Authorized Signatory (Please print)	_____ Address
_____ Title	_____ City, Province, Postal Code

Signed in the presence of:

_____ Signature	_____ Address
_____ Name of Witness (Please print)	_____ City, Province, Postal Code

APPENDIX D - 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 included 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 (Taxes included) per month | \$ _____ |
| D. | Total services per year (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-26-02, Spray Irrigation Services, Tabor Lake Community Wastewater Treatment Lagoon | \$ _____ |
| B. | GST | \$ _____ |
| C. | Total (GST included) per hour | \$ _____ |

WorkSafeBC Account Number: _____

APPENDIX E – 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 Certified Onsite Supervisor	Supervisor’s Experience / Qualifications
Name of Employee	Employee’s Experience / Qualifications

APPENDIX F - TENDERER'S EXPERIENCE IN SIMILAR WORK

<u>Year</u>	<u>Work Performed</u>	<u>Reference Contact (name and phone number)</u>	<u>Value</u>

APPENDIX G - CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

ES-26-02

Spray Irrigation Services – Tabor Lake Community Wastewater Treatment Lagoon

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder 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 Bidder 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

APPENDIX H - 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 Person

Print Name

Title

Date

APPENDIX I – 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:

CONTRACTOR
a company duly incorporated under the laws of British Columbia and having a place of business at:
address
address, pc

(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 labour, maintenance equipment and materials, transportation, supervision, and services to perform all the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender ES-26-02– Spray Irrigation Service – Tabor Lake Community Wastewater Treatment Lagoon.
 - (b) Commence to actively proceed with the work of the Contract May 1, 2026.
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 Invitation and Instructions to tenderers, Tender Form, Tender's Experience in Similar Work, Schedule of Prices, all appendices, amendments and Addendum(s), as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure 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 Clause 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 the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The contractor at _____
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

Chair)

Date)

GM of Legislative and Corporate Services)
)
)

Date)
)
)

SIGNED ON BEHALF OF)
CONTRACTOR)
)
)

DO NOT SIGN SAMPLE ONLY)

Signature)
)
)
)

Date)
)
)
)

(Name and Title) (Please print)

APPENDIX J – 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 Contractor shall review, understand, and operate the Facility in full compliance with the Tabor Lake Wastewater Operation Permit No. 6357, including all terms, conditions, monitoring requirements, and reporting obligations contained therein.
- 1.4 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.
- 1.5 The Contractor will agree to exercise good public relations in exercising their authority under this contract. The Contractor and their workers must possess full knowledge of the facility operating procedures and facility area and carry out the work in a timely, neat, and orderly manner.
- 1.6 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.
- 1.7 The Contractor will ensure that their workers do not smoke anywhere within the facility.
- 1.8 The Contractor shall not ignite or burn materials without the consent of the Regional District.

2. OPERATING HOURS

The Tabor Lake Community Wastewater Treatment Lagoon 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 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. Seven days 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:

- a. prepare, operate, maintain spray irrigation equipment, including supply of fuel, lubricants and filters for pumping equipment
- b. conduct routine maintenance on equipment, buildings, lagoons, and fences
- c. supply all tools and personal protective equipment required for maintenance work, and
- d. keep accurate records.

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).

The Contractor is not required to do the following:

- a. sample effluent for regulatory monitoring purposes
- b. complete lagoon berm maintenance except as required herein
- c. 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:

- a. Ensure warning signage is posted as directed by the Regional District;
- b. Conduct spray irrigation only between 8:00 a.m. and 8:00 p.m.;
- c. Ensure any valve adjustments (opening/closing) are discussed and approved by the Regional District in advance;
- d. Operate, move, relocate, and monitor spray irrigation equipment;
- e. 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;
- f. Monitor the conditions of the receiving fields to ensure that absorption capacities of the soil and vegetation are not exceeded;
- g. The Contractor shall monitor the spray field collection ditch during irrigation events and at regular intervals throughout the irrigation season to ensure proper drainage and prevent ponding, overflow, or runoff beyond the designated spray area.
- h. The Contractor shall pump out the collection ditch as necessary to maintain proper function of the spray irrigation system and to prevent unauthorized discharge, erosion, or off-site impacts.

- i. All pumping activities shall be conducted in accordance with the Operating Permit, applicable legislation, and good environmental practice.
- j. In coordination with and subject to the direction of the Regional District, the Contractor shall apply chlorine or other approved wastewater treatment products as required for wastewater treatment purposes and in accordance with the Operating Permit, applicable legislation, manufacturer specifications, and industry best practices.
- k. The Contractor shall ensure that all chemical storage, handling, dosing, and application are carried out in a safe manner and in compliance with WorkSafeBC requirements and applicable environmental regulations.

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 Tabor Lake Community Wastewater Treatment Lagoon. 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, 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.
- 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 signs 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 Project 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 FACILITIES

All structures to be constructed or temporarily placed at the Facility by the Contractor will be subject to prior approval by the Project Manager. The Contractor's request for such structures must be made in writing to the Project 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.

11. REGIONAL DISTRICT'S FACILITIES

11.1 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.

11.2 The Contractor will keep all buildings in a neat and orderly manner.

11.3 The Contractor will inspect all gates, fences, buildings, infrastructure, and equipment once per week to ensure that they are in good repair.

11.4 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.

11.5 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 Project Manager.

11.6 The Contractor will inspect and record daily lagoon effluent levels and immediately report to the Manager when lagoon Freeboard is less than one metre.

11.7 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.

11.8 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.

12. SECURITY

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

13. RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate, complete, and legible operational records for the Facility that meet the necessary permit requirements. Records shall be maintained in a format acceptable to the Regional District.

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:

- a. arrival and departure times at the Facility,
- b. weather observations, and
- c. work completed, including inspections and maintenance work.

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. At a minimum, the Contractor shall record the following:

- a. Volumes discharged and start and stop times for all spray irrigation activities;
- b. Weather observations and any changes throughout the day;
- c. Record daily lagoon effluent levels and immediately report to the Project Manager when lagoon Freeboard is less than one (1) metre.
- d. Spray field conditions at the end of each operating day, including soil saturation, ponding, drainage, weather conditions, and any observed runoff;
- e. Site concerns, unusual conditions, equipment issues, or other observations relevant to regulatory compliance or system performance.
- f. Chlorine or other chemical application details, including product used, concentration or percent dosage, application rate, residual concentrations (if applicable), and start and stop times;

At the conclusion of the spray irrigation season, the Contractor will provide a report to the Regional District. The report will include a summary of spray irrigation activity, Equipment wear observations and Equipment failure.

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.

All concerns and observations that effect site operations will be reported to the Regional District immediately. 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.

14. MISCELLANEOUS

Domestic animals are not permitted on any Regional District Community Wastewater Treatment Lagoon 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 K – SITE LOCATION MAPS

Tabor Lake Community Wastewater Treatment Lagoon



