

# Contract Spraying: Quotation for Hourly Rates

From time to time, Big Lakes County requires the services of certified pesticide applicators for vegetation management. Some of this work will be scheduled in advance for work on County or Provincial land, however, some of the work will be for enforcement of weed and pest notices and may require a prompt response.

## APPLICANT INFORMATION

TRADE:		NAME (COMPANY/OWNER):	
MAILING ADDRESS:			
CONTACT PERSON 1:		CONTACT PERSON 2:	
EMAIL:		EMAIL:	
TELEPHONE:	ALTERNATE TELEPHONE:	TELEPHONE:	ALTERNATE TELEPHONE:

*\*These rates shall constitute the Company/Owners rate ending October 1, 2024\**

## Equipment Rates (inclusive of required labour)

Equipment Type	Equipment Description	Model	Year	Rate \$/Hr

## Labour Rates (for jobs requiring additional labour or use of County equipment)

	Scheduled Work Hourly Rate Quotation	Unscheduled Enforcement Work Hourly Rate Quotation
<b>Certified Pesticide Applicator</b>		
<b>Helper</b>		
<b>Mileage/km</b>		
<b>Vehicle</b>		
<b>Other - Please Specify:</b> _____		



\_\_\_\_\_  
Owner's name

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' signature

**PLEASE SEE FOLLOWING PAGES FOR SCOPE OF WORK AND CONDITIONS**

*The personal information on this form is being collected for the purpose of processing trades quotations under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act and is protected by the FOIP Act. If you have any questions about the collection, contact the Big Lakes County FOIP Assistant at (780) 523-5955.*



**WEED AND PEST NOTICE ENFORCEMENT & VEGETATION MANAGEMENT**  
**Big Lakes County**

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Big Lakes County is requesting quoted rates from Contractors interested in supplying professional herbicide application services in order to maintain a registry of available contractors for weed/pest enforcement work on private land or other scheduled vegetation management on County or Crown land.

Contracted work will vary. Contractors should be equipped to spray entire quarter sections of land at a time, control small sections of acreage properties, and/or spray Provincial highway right-of-way and CN Rail right-of-way. In performing applications on agricultural land, the contractor must be equipped to follow strict biosecurity measures to control soil-borne agricultural pests. Contracted spraying on CN Rail right-of-way will necessitate completion of CN rail safety training program or operating under the supervision of Big Lakes County's Agricultural Services Manager or suitably trained delegate.

Sealed quotes, in a clearly marked envelope, will be received no later than **11:30 a.m. local time Tuesday, July 2<sup>nd</sup>, 2024**, at:

**Big Lakes County Administration Office**  
**Box 239, 5305-56 St.**  
**High Prairie, AB**  
**T0G 1E0**

Please submit quotes in a sealed envelope, on the forms provided, marked:

**Big Lakes County**  
**Agricultural Services**  
**Weed and Pest Notice Enforcement and Vegetation Management**

Quote Documents will be obtained at Big Lakes County Administration Office on or after May 28<sup>th</sup>, 2024, at 5305 – 56 Street, High Prairie or via email if requested to [agfieldman@biglakescounty.ca](mailto:agfieldman@biglakescounty.ca).

For further information please contact:

Dylan Fath, Agricultural Services Manager

[agfieldman@biglakescounty.ca](mailto:agfieldman@biglakescounty.ca)

(780) 523-8249



## 1. Scope of Work

### 1.1 General

The work will include the application of herbicide to address weed and/or pest notices issued by Big Lakes County, based on inspections conducted through the 2024 growing season, as well as potential participation in routine vegetation management activities. The herbicide application will be conducted by the successful bidder (herein the "Contractor") and shall consist of herbicide application on privately held properties within Big Lakes County (herein the "County") that are delinquent in adhering to weed/pest notices or on County or Crown land requiring treatment.

Chemical Herbicide will be provided by the County on an as needed basis. Application rates and volumes may vary and will be determined by the Agricultural Services Manager.

Water will be made available from the County's potable water truck fills free of charge. Chemicals or spray tanks **WILL NOT** be on the truck fill properties. A separate clean water tank will be required to haul water from the truck fills to the spray equipment or spray site. The Contractor may use their own source of water, but no additional payment will be made.

The Contractor will be required to consult with the Agricultural Services Manager or their representative for inspection and tentative approval of all completed work. A work plan must be approved by the Agricultural Services Manager or their representative to ensure the work is prioritized and conducted to the standards set out by the Agricultural Services Manager or their representative. Random audits of work sites will be done to ensure that the agreed-on work plan is being/has been followed.

### 1.2 Quantity and Scheduling of Work

Weed and/or Pest Notices will be issued to landowners by Big Lakes County Agricultural Services Manager and Weed/Pest Inspectors. Should a landowner fail to address the weeds or pests identified in the time provided in the Notice, a work order will be issued to the Contractor to complete the herbicide application. In some instances, weed control is necessary to be conducted with urgency, to prevent the spread of the weed. In these instances, the Contractor will need to complete the herbicide application within 3 days of being issued the work order. The short notice of this form of work is why two quoted rates are requested to differentiate between scheduled work (greater than 10 working days notice) versus enforcement work (less than 5 working days notice).

The County cannot know how many weed issues will be identified, or how many notices will result in the County issuing work orders. All work will be paid on an hourly basis, and there will be no compensation or rate adjustments.

***Regardless of the amount of potential work that becomes available, the maximum amount available to Contractors for 2024 shall not exceed the sum of \$16,000, excluding Goods and Services Tax.***



## 1.3 Equipment

All equipment shall be suitable for the commercial use of herbicide applications. The equipment shall be clean and in good condition.

Prior to being selected from the registry for contracted work, the Agriculture Services Manager will conduct an inspection of the equipment. If the equipment is found to be unsuitable or in poor condition, at the sole discretion of the Agricultural Services Manager, the contractor will be disqualified and the next available contractor on the registry will be utilized.

Time incurred for travel will be paid at the same rate as the equipment needed for the specified work order. Travel time will only be paid within the boundaries of Big Lakes County. If the Contractor is travelling from outside of the County, there will be no compensation paid to travel outside of the boundaries of the County. No separate payment will be paid for accommodation or meals.

Rates for equipment shall be inclusive of pickup trucks, clean water tanks, water trucks, pumps, hoses, **ALL** labour, fuel, oil, and all other costs. Chemical and water costs will not be covered as they are provided by the County.

Time for equipment roading and equipment refilling and mixing will be paid at the specified rate for the equipment needed for the specified work order. No time or payment will be made for equipment breakdowns or project delays.

The County may require the Contractor to record work with GPS equipment. The County will supply the equipment, if needed.

### 1.3.1 ATV/UTV Sprayer (MANDATORY)

An ATV or UTV with a mounted minimum 200L tank and sprayer, capable of being calibrated to spray at a rate of 200L/ha, will be required.

Any trucks, trailers, or accessory equipment required to transport the ATV or UTV from one location to another is considered inclusive of the work for ATV/UTV spraying rate and no separate payment will be made.

### 1.3.2 Truck Sprayer (OPTIONAL)

A truck with a mounted minimum 1500L tank and sprayer will be required that are capable of being calibrated to spray at 200L/ha.

The sprayer shall be equipped with suitable spray booms. Spray booms should be a "rite-o-way" type or equivalent capable of spraying up to 9 meters. Trucks must be equipped to perform hand application i.e. backpack sprayers or wand and hose reel work.



### 1.3.3 Field Sprayer – Crops (OPTIONAL)

A self-propelled field sprayer capable of spraying whole fields is required. A minimum tank size of 2000L is required. A minimum boom length of 25 meters is required. The spacing and height of the nozzles shall be such that 100% coverage and an even distribution of spray is achieved.

Any trucks, trailers, or accessory equipment required to transport the sprayer from one location to another is considered inclusive of the work.

### 1.3.4 Field Sprayer – Pasture (OPTIONAL, recommended)

A pull or 3-point hitch mounted boomless sprayer with a minimum tank size of 2000L will be necessary for certain pasture applications (rougher terrain or excessive brush concerns). The County's boomless pasture sprayer units can be made available for such applications, but then the bid for such work will reflect the cost of labour only.

***For the 2024 season, the contracted priority will be for treating known issues along rail lines and on Provincial highways that are best suited for ATV/UTV work. Other equipment requirements are for the potential of ad hoc private land enforcement.***

## 1.4 Biosecurity

When requested by the Agricultural Services Manager, the contractor will thoroughly clean and disinfect all equipment prior to any equipment leaving the subject property.

Prior to commencement of work, the contractor shall submit to the Agricultural Services Manager their Biosecurity Cleaning Plan. The plan shall include a list of all equipment that will be used, the cleaning products, and the methodology that will be utilized to clean the equipment. As a minimum, the requirements of the "Alberta Clubroot Management Plan", prepared by Alberta Agriculture and Irrigation, should form part of the plan.

Payment will be paid for each cleaning required. The time taken to conduct the cleaning will still be paid at the hourly rate for the equipment being cleaned.

## 2. Conditions

### 2.1 Conditions to Provide Quotation

Quotes must be submitted on the pages provided and must include the name and address of the Bidder. Bidders must submit their Tenders printed in ink or typed on the forms provided. Unit prices must be supplied by the contractor for each piece of equipment registered and rates must reflect the supply and operation of equipment.

The contractor must also submit the following documents as part of the Tender:

- a. A valid copy of the primary Pesticide Applicator's License, specifying agricultural/ landscape/industrial certification.
- b. A current Service Approval number from Alberta Environment and Protected Areas.



- c. Proof of insurance.
- d. Proof of valid Worker's Compensation Board coverage.

## 2.2 Omissions or Discrepancies

Should a contractor find discrepancies in or omissions from the Contract Documents, or should they be in doubt as to their meaning, they must notify the Agricultural Services Manager of the County as soon as possible for clarity.

Any modifications to the Contract Documents must be stated in writing by the Agricultural Services Manager and presented in the form of a directive to all interested contractors.

## 2.3 Acceptability of Quotes

The final decision on the validity of quoted rates will be at the sole discretion of the County. All quotes must be signed by a witness. In the case of an individual owner, signed by the owner. In the case of a company, signed by an authorized representative of the company with the official title of the company shown, as well as the company seal or the signature must be witnessed.

## 2.4 Release of Information

The contractor acknowledges that The Freedom of Information and Protection of Privacy Act of Alberta ("FOIPP Act") applies to all information and records relating to, or obtained, generated, created, collected, or provided under, the quotation documents and which are in the custody or under the control of the County. The FOIPP Act allows any person a right of access to records in the County's custody or control, subject to limited and specific exceptions as set out in the FOIPP Act.

## 2.5 Confidentiality

The contractor and their employees will:

- a. keep all information concerning the County or third parties confidential. This includes all business or activities of the County or third parties gathered because of participation in this tender process, information gathered from execution of the work.
- b. only use, copy or disclose information for the purpose of submitting a tender.

The Bidder shall maintain security standards, including control of access to data and other information consistent with the industry best practices.

- a. No press release or other public announcement relating to this tender shall be issued without the prior written consent of the County.
- b. If a Bidder becomes aware of any breach of confidentiality, the Bidder shall notify and provide details to the County.

## 2.6 Default

A Contractor selected for work from the registry will be considered in default if:

- a. They fail to begin work under an Agreement made with the County within the time specified; or
- b. They discontinue the work before completion and approval; or



- c. They fail to promptly pay their creditors for labour, services, equipment, supplies, and materials used or reasonably required for use in the work; or
- d. They fail to repair any defect or failure discovered in their work in a timely fashion; or
- e. The Agricultural Services Manager deems the work unsatisfactory.

Costs incurred by the County because of default, including costs of completing the work or repairing any defects, will be deducted from monies due to the Contractor. If the cost incurred by the County exceeds the sum payable under the Agreement, then the Contractor shall be liable for costs, up to the entire amount of the security.

***For the purposes of selecting contractors for the registry, a contractor found in default of past or current work may be deemed ineligible and/or removed for the registry.***

## 2.7 Insurance and Compensation

All insurance, including comprehensive or Commercial General Liability through a provincially licensed insurer, and Worker Compensation costs will be at the Contractor's own expense. The Contractor shall include the County as an additional insured under the applicable policy. The Contractor shall maintain this insurance coverage for the duration of the contract and for a period not less than five years following the contract's expiry.

The Contractor shall indemnify and hold harmless the County, its employees, and agents, from all claims that may arise, directly or indirectly, from the performance of the terms of this Agreement; such indemnification shall survive termination of this Agreement.

The County shall not be held liable or responsible for any bodily or personal injury or property damage of any nature whatsoever which may be suffered or sustained by the Contractor, his employees, or agents in the performance of the Agreement.

Minimum insurance/coverage standards will cover:

- No less than \$2,000,000.00 inclusive per occurrence, (annual general aggregate, if any, not less than \$5,000,000.00) insuring against bodily injury, personal injury and property damage including loss of use.
- Contractual liability
- Product and completed operations liability
- Operation of attached equipment and towing/on hook coverage
- All Contractor employees must be additionally insured and covered by the Contractors own Workers Compensation.

The Contractor must provide proof of insurance and coverage prior to the commencement of work. Failure to present satisfactory proof to the Agricultural Services Manager will result of the termination of the Agreement.





## 2.8 Occupational Health & Safety

The Contractor agrees to be “Prime Contractor” (see attached) as defined and agrees to conform to all requirements as defined and required in the O.H. & S. Act. The Contractor will ensure all employees are aware of the O.H & S. Act and Regulations, and responsibilities, and all work will be performed in compliance with the O.H. & S Act and Regulations.

## 2.9 Subcontracts and Assignments

The Contractor shall not subcontract or assign any portion of the work, excluding employees working directly under the authority of the Contractor, without the prior written consent of the Agricultural Services Manager.

## 2.10 Payment

The County shall make payment to the Contractor for the work completed and accepted by the Agricultural Services Manager after the receiving of an invoice from the Contractor. The work to be paid will be based upon hours and per work order and payment will be at the rate quoted and approved in the tender form.

## 2.11 Invoicing

The County will make payment within 30 days of receiving the invoice prepared in accordance with the rates and fees quoted. The following information must be supplied with each invoice:

- a. Dates worked;
- b. Copies of operator’s daily time slips;
- c. Copies of application records including date, time, herbicide, application rates, locations of work (GPS start and stop points), and weather conditions; and
- d. Amount of chemical solution used.

The County will pay for time spent filling and mixing chemicals and for time applying, standard work breaks (two 15-minute breaks per 8-hour workday) and for travel time calculated as from Big Lakes County’s main administrative office in High Prairie or from contractor premises to work site, whichever of the two is shorter. The County will not pay for time spent on equipment breakdowns and repairs or travel outside of County boundaries.

## 2.12 Term

The term of this quotation is up to October 1, 2024. At the request of the contractor, a maximum of two, one-year extensions of this quote (i.e., summer 2025 and summer 2026) may be granted at the rates provides plus any applicable Consumer Price Index inflationary increases for Alberta as provided by Statistics Canada.



# Prime Contractor Responsibilities

COMPANY NAME: \_\_\_\_\_ OWNER: \_\_\_\_\_

CERTIFICATE OF RECOGNITION # \_\_\_\_\_ (Submit a copy of certificate)

## General

The "Prime Contractor" responsibilities are described in Section 2.1 of the OH&S Act. Where a Contractor enters into a contract or agreement with a firm or person to carry out work directly or indirectly on behalf of the County, the following shall apply:

- When the Contractor has received safety certification from a recognized body (e.g., PVMA, CN Rail Safety) satisfactory to the County, the Contractor shall then assume "Prime Contractor" responsibilities.
- When the Contractor has not received safety certification from a recognized association satisfactory to the County, the County shall then assume "Prime Contractor" responsibilities. The County Safety Program governs with the following exception:

In the event of safety infractions, the following disciplinary actions will apply:

- 1) Warning (verbal and/or written)
- 2) Suspension of work until infractions are corrected
- 3) Termination of contract

*\*Note: Safety violations shall be used in assessing Contractor work performance for present and future contract opportunities.*

## Contractor Safety Requirements

When the County assumes the role of Prime Contractor:

Prior to the start of work/construction, a meeting between the County and the contractor will be held to review all applicable:

- County Rules
- Safe Work Practices/Job Procedures
- Hazard Analysis/Incident Investigation
- Personal Protective Equipment (PPE)
  - Basic Personal Protective Equipment (PPE) requirements are CSA approved steel toed safety boots.
  - Additional PPE will be required during pesticide application as per product labels.

Note: The contractor is responsible for obtaining and maintaining:

- All PPE required for the job
- Fire extinguishers
- First aid services and supplies

In Order to comply with OH&S regulations and the County Safety Policy.

Infractions will result in disciplinary action. All individuals are equally responsible in creating a safe work environment. For further information contact the Big Lakes County Office at (780) 523-5955.

I have reviewed this document and understand my obligations towards the County Safety Program.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

