



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER CS-25-04

Nukko Lake Water Treatment System

RELEASE DATE:
APRIL 29, 2025

CLOSING DATE:
May 20, 2025

TIME:
02:00pm PDT

Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.ca>

Tenderer's Initials



TABLE OF CONTENTS

| | |
|---|------------------------------|
| TABLE OF CONTENTS..... | PAGE 1 |
| INVITATION TO TENDERERS..... | PAGE 1 TO 1 |
| INSTRUCTIONS TO TENDERERS PART I..... | PAGES 1 TO 5 |
| INSTRUCTIONS TO TENDERERS PART II..... | (NOT REPRODUCED) |
| FORM OF TENDER (POSTED SEPARATELY)..... | PAGES 1 TO 3 |
| Appendix 1 – Schedule of Quantities and Prices..... | Page 1 |
| Appendix 2 – Preliminary Construction Schedule..... | Page 1 |
| Appendix 3 – Experience of Superintendent..... | Page 1 |
| Appendix 4 – Comparable Work Experience..... | Page 1 |
| Appendix 5 – Subcontractors..... | Page 1 |
| Appendix 6 – Conflict Of Interest Statement..... | Page 1 |
| Appendix 7 – Acknowledgement Letter..... | Page 1 |
| Appendix 8 – Goods And Services Tax Information..... | Page 1 |
| Appendix 9 – Tender Checklist..... | Page 1 |
| FORM OF AGREEMENT..... | PAGES 1 TO 7 |
| Schedule 1 – Schedule of Contract Documents..... | Page 6 |
| Schedule 2 – Schedule of Contract Drawings..... | Page 7 |
| General Conditions..... | (Not Reproduced) |
| Supplementary General Conditions..... | PAGES 1 TO 2 |
| Specifications..... | (Not Reproduced) |
| Supplementary Specifications | |
| Section 01 10 00 SS – Measurement and Payment..... | Page 1 |
| CONTRACT DRAWINGS (POSTED SEPARATELY)..... | C001, C002, C100, C101, C102 |
| REFERENCE DOCUMENTS: | |
| Nukko Lake Community Hall – Water Treatment System Design Brief – Rev C | |

Tenderer's Initials



INVITATION TO TENDER

Owner: REGIONAL DISTRICT OF FRASER-FORT GEORGE (RDFFG)
(NAME OF OWNER)

Contract: NUKKO LAKE WATER TREATMENT SYSTEM
(TITLE OF CONTRACT)

Reference No. TENDER # CS-25-04
(OWNER'S CONTRACT REFERENCE NO.)

**The Owner invites
tenders for:** Water Treatment System – removal and disposal of existing water
treatment system, supply and installation of new equipment, and
commissioning of the new system.
(BRIEF DESCRIPTION OF THE WORK)

**Digital (pdf) copies of
the Contract
Documents are
available for no
charge at:** BC Bid (www.bcbid.gov.bc.ca) or at RDFFG website
(www.rdffg.ca)
(ADDRESS OR DIGITAL LOCATION WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

**Tenders are
scheduled to close:**

**Tender Closing
Time:** 02:00 pm PDT

**Tender Closing
Date:** May 20, 2025

Address: RDFFG General Manager of Financial
Services
155 George Street, Prince George, BC,
V2L 1P8
Or Email at purchasing@rdffg.bc.ca
(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE** Cindy Paton, Manager of Community Services
Contact via email

cpaton@rdffg.bc.ca
(EMAIL ADDRESS)

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(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II"
CONTAINED IN THE EDITION OF THE PUBLICATION
"MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN ARTICLE 2.2 BELOW)

Owner: *REGIONAL DISTRICT OF FRASER-FORT GEORGE (RDFFG)*

(NAME OF OWNER)

Contract: *NUKKO LAKE WATER TREATMENT SYSTEM*

(TITLE OF CONTRACT)

Reference No. *TENDER # CS-25-04*

(OWNER'S CONTRACT REFERENCE NO.)

1.0 Introduction

These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

Replacing an existing water treatment system with supply and installation of new piping and equipment, and commissioning of the new system.

(BRIEF DESCRIPTION OF THE WORK)

Direct all inquiries regarding the *Contract*, to:

Cindy Paton, Manager of Community Services

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIES)

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

Email: cpaton@rdffg.bc.ca

2.0 Tender Documents

- 2.1 The tender documents which a Tenderer should review to prepare a tender consist of all the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled "List of *Contract Drawings*".

Tenderer's Initials



2.0 Tender Documents (cont'd)

- 2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, and Specifications. They are those contained in the publication entitled "Master Municipal Construction Documents - General Conditions, Instruction to Tenderers – Part II, and Standard Specifications". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.
- 2.3 Any additional information made available to Tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of Tenderers who must make their own judgment about its reliability, accuracy, completeness, and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete, or relevant.

3.0 Submission of Tenders

- 3.1 Tenders will be accepted up to 02:00 pm, PDT, May 20, 2025. All tender submissions and accompanying documents must be received physically by the General Manager of Financial Services of the RDFFG, at 155 George Street, Prince George, BC **OR** electronically at purchasing@rdffg.bc.ca

3.2 Requested files:

Organize your Tender submission into the following (the file type for electronical submission must be pdf):

- Form of Tender including Appendices, 1 to 9.

If submitting via email, 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 35 MB. Zip the files to reduce the size or email separately, if needed. Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.

If submitting a physical copy, include an electronic version of the documents on a USB drive. The electronic copy must be in PDF format and adhere to the same requirements as the email submission, except for the file size limitation.

The Regional District does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Tenderer.

Tenderer's Initials



**3.0 Submission of
Tenders
(cont'd)**

- 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 RDFFG in its entirety or within any time limit specified by this Tender.

**4.0 Additional
Instructions to
Tenderers**

- 4.1 Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign Appendix 7 "Acknowledgement Letter" and email the signed Acknowledgement Letter to *Cindy Paton, Manager of Community Services, at cpaton@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 Addenda, or answers to questions and may be disqualified.

- 4.2 IT 12 Amendment of Tenders: Clause 12.1 replace "delivered by hand, mail or fax" with "delivered by hand, mail or email". Delete Clause 12.5
- 4.3 **Questions:** All questions should be received before 4:00 pm PDT on May 13, 2025. All questions received shall be answered before May 16, 2025.
- 4.4 **Information Meeting:** A mandatory site meeting will be held at 23485 Chief Lake Rd., Prince George BC at 13:00 pm PDT on May 6, 2025.

The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this tender. 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 submission.

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, holding any additional site meetings, or providing individuals access to the sites

- 4.5 **Business Licence:** The successful Contractor must possess a valid Business Licence in B.C. and will be required to provide evidence of it.

Tenderer's Initials



**4.0 Additional
Instructions to
Tenderers
(cont'd)**

4.6 Conflict of Interest: The Tenderer warrants that they are not employed by the Owner, nor are they an employee of any of the Owner's arms-length departments, such as the Firefighter Department or Emergency Services Department. Furthermore, the Tenderer confirms that they are not an immediate relative of any such employee if the goods or services to be supplied under this Tender are intended for the department in which that employee works.

If the Tenderer is a company, the Tenderer warrants that none of its officers, directors, or employees with authority to bind the company are employees of the Owner or the Owner's arms-length Departments or immediate relatives of employees of the Owner, if the goods or services to be supplied under this Tender are intended to be supplied to the department in which such employee works.

In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.

When submitting a Tender, the Tenderer must complete, sign and include with their Tender Appendix 6 "Conflict of Interest Disclosure Statement."

4.7 Solicitation: If any director, officer, employee, agent or other representative of a Tenderer makes any representation or solicitation to any directors or board members, officer or employee of the Owner with respect to the Tender, whether before or after the submission of the tender, the Owner shall be entitled to reject or not accept the Tender.

4.8 Freedom of Information ("FOI"): All Bid Forms become the property of the Owner upon submission and will not be returned to the bidders. Bidders must be aware that the Owner is a public body subject to the provisions of the Freedom of Information and Protection of Privacy Act. Bid Forms will be held in confidence by the Owner, subject to the provisions of the Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

4.9 The Owner may, in its absolute discretion reject a Tender if the Tenderers past performance of similar work for the Owner has resulted in outstanding or ongoing legal liability or legal claims against the Owner. The Owner may take into regard, in exercising its discretion, previous experience of the Tenderer whether listed in the Form of Tender or not.

4.10 Superintendent: The Owner reserves the right to object to the Superintendent listed in the tender. If the Owner objects to the Superintendent, then the Owner will permit a tenderer to, within 5 days, propose a substitute Superintendent acceptable to the Owner provided that there is no resulting adjustment in the Tender Price or the completion date set out in Paragraph 2.2 of the Form of Tender. A tenderer will not be required to make such a substitution and, if the Owner objects to a listed Superintendent, the tenderer may, rather than propose a substitute Superintendent, consider its tender rejected by

Tenderer's Initials



the Owner and by written notice withdraw its tender. The Owner shall, in that event, return the tenderer's bid security.

**4.0 Additional
Instructions to
Tenderers
(cont'd)**

4.13 The contract duration shall be from the date of Notice to Proceed to the date of substantial completion.

**4.15 Attached Excel File of Form of Tender - Appendix 1, For Use in
Preparing Tender Bid.**

The owner has elected to provide an excel table for the prospective bidder's use in completing Appendix 1 to the form of tender. Specific columns have been locked for editing, to protect all parties. This file shall be returned as part of the bid package, converted to .PDF format as is outlined above.

END

Tenderer's Initials



FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT - TO BE USED ONLY WITH THE GENERAL CONDITIONS
AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.

Owner: REGIONAL DISTRICT OF FRASER-FORT GEORGE
(NAME OF OWNER)

Contract: NUKKO LAKE WATER TREATMENT SYSTEM

Reference No. TENDER # CS-25-04
OWNER'S CONTRACT REFERENCE NO.)

To Owner:

WE, THE UNDERSIGNED: 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY WE HEREBY OFFER: 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to complete the *Work* within 90 calendar days from the start of construction and achieve Substantial Performance of the *Work* no later than September 30, 2025.

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices* and excludes GST.

Tenderer's Initials



WE CONFIRM: 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

4.1 that the following appendices are attached to and form a part of this tender:

4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and

4.1.2 the Bid Security as required by paragraph 5.2 of the Instructions to Tenderers – Part II.

WE AGREE: 5.1 that this tender will be irrevocable and open for acceptance by the Owner for a period of 60 calendar days from the day following the Tender Closing Date and Time, even if the tender of another Tenderer is accepted by the Owner. If within this period, the Owner delivers a written notice (“Notice of Award”) by which the Owner accepts our tender we will:

5.1.1 within 15 Days of receipt of the written Notice of Award deliver to the Owner:

a) a Baseline Construction Schedule, as provided by GC 4.6.1;

b) a copy of the WorkSafe BC Notice of Project;

c) a “clearance letter” indicating that the Tenderer is in WorkSafe BC compliance;

d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;

5.1.2 within 2 Days of receipt of written “Notice to Proceed”, or such longer time as may be otherwise specified in the Notice to Proceed, commence the Work; and

5.1.3 sign the Contract Documents within 5 days after receiving them as required by GC 2.1.2.

WE AGREE: 6.1 that, if we receive written Notice of Award of this Contract and, contrary to paragraph 5 of this Form of Tender, we:

6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the Work as required by the Notice to Proceed,

Tenderer's Initials



WE AGREE:
(cont'd)

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, a payment shall be made to the Owner, in an amount equal to the amount by which our Tender Price is less than the amount for which the Owner contracts with another party to perform the Work.

**OUR ADDRESS IS
AS FOLLOWS:**

Phone:

Email:

Attention:

This Tender is executed this

_____ day of _____, 2025

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

END

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FORM OF TENDER - APPENDIX 1

SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

(All Prices and Quotations including the Contract Price shall include all Taxes, but shall not include GST.)

Any work called for in these Contract Documents, shown on the plans, or which is necessary for the completion of the Work called for in these Contract Documents and which is not specifically listed as a separate payment item in this Appendix shall be deemed incidental to the performance of the Work and to the general purpose of the Contract; no separate payment will be made on account of any such Work, but the costs of any such incidental Work shall be included in the Unit and Lump Sum Prices.

Summary

Division 01: General \$ -

TOTAL TENDER PRICE **\$ -**

GST (5%) **\$ -**

TOTAL TENDER PRICE plus GST **\$ -**

| DIV 01 | | GENERAL REQUIREMENTS | | | | |
|--------|-------------|---|----------|----------|------------|--------|
| Item | Section | Specification Title | Unit | Quantity | Unit Price | Amount |
| No. | | | | | | |
| | 01 10 00 SS | Supplementary Specification 01 10 00 SS | | | | |
| 1.01 | 1.2.3 | Water Treatment System Replacement | Lump Sum | 1 | | \$ - |
| 1.02 | 1.3.2 | Commissioning | Lump Sum | 1 | | \$ - |
| | | | Total | | \$ - | |



Indicate Schedule with bar chart with major item descriptions and time (use table below or attach separate bar chart with similar format).

STAGING REQUIREMENTS:

[illegible]



NUKKO LATE WATER TREATMENT SYSTEM

(TITLE OF CONTRACT)

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____



NUKKO LATE WATER TREATMENT SYSTEM

(TITLE OF CONTRACT)

See paragraph 5.3.4 of the Instructions to Tenderers – Part II.

| PROJECT | OWNER / CONTACT NAME PHONE and FAX | WORK DESCRIPTION | VALUE (\$) |
|---------|---|---------------------|---------------|
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
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| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |
| | Owner / Contract _____ Phone () _____ Fax () _____ | | |

Tenderer's Initials _____



NUKKO LATE WATER TREATMENT SYSTEM

(TITLE OF CONTRACT)

See paragraph 5.3.5 of the Instructions to Tenderers – Part II.

| TENDER ITEM | TRADE | SUBCONTRACTOR NAME | PHONE NUMBER |
|-------------|-------|-----------------------|-----------------|
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APPENDIX 6

CONFLICT OF INTEREST STATEMENT

**PROCUREMENT PROCESS
CS-25-04 Nukko Lake Water Treatment System**

Tenderer Name: _____

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

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

Signature of Person Making Disclosure

Date Signed

Tenderer's Initials _____



APPENDIX 7

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of Tender Documents.

Authorized Signatory Signature

Name of Company

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend ☐ to provide ☐ not to provide a Tender.

☐ Please send any amendments to this Invitation to Tender via email.

Please return immediately by email to:
Project Manager communityservices@rdffg.bc.ca

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APPENDIX 8

GOODS AND SERVICES TAX INFORMATION

Tenderer: _____
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

Name (Printed)

Title

Date

Tenderer's Initials _____



APPENDIX 9

TENDERER CHECKLIST

Before submitting your tender, check the following points:

- ☐ Has the Tender Form been signed and witnessed?
- ☐ Is the Schedule of Prices completed?
- ☐ Are the following pages included?
 - Schedule of Prices – Tendered Price
 - List of Contractor's Personnel?
 - List of Subcontractors?
 - Tenderer's Experience in Similar Work?
 - Goods and Services Tax Information?
 - Conflict of Interest Disclosure Statement?
 - Any Addenda?
- ☐ Are the documents complete?
- ☐ Are the documents enclosed in a sealed envelope, if submitting by mail, drop off, or courier?

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

Ensure that the tender is returned in a sealed envelope clearly marked on the outside with the following, clearly following the tender closing instructions in Part A of this ITT.

- ☐ Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
- ☐ Nukko Lake Water Treatment System
CS-25-04
- ☐ Responding Organization's Name and Address

OR

Ensure that the tender is submitted via email to purchasing@rdffg.bc.ca clearly following the tender closing instructions in Part A of this ITT.

Tenderer's Initials



(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

BETWEEN *OWNER* AND *CONTRACTOR*

This agreement made in duplicate this

_____ day of _____, 2025.

Contract: NUKKO LATE WATER TREATMENT SYSTEM

Reference No. TENDER # CS-25-04
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The REGIONAL DISTRICT OF FRASER-FORT GEORGE
(NAME OF OWNER)
(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)
(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | | | | | | |
|--|--|-----|---|-----|---|-----|---|
| Article 1.0 The Work Start / Completion Dates | <table border="0"><tr><td style="vertical-align: top;">1.1</td><td>The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i>.</td></tr><tr><td style="vertical-align: top;">1.2</td><td>The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i>. The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> within 90 calendar days from the start of construction and before September 30, 2025, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i>.</td></tr><tr><td style="vertical-align: top;">1.3</td><td>Time shall be of the essence of the <i>Contract</i>.</td></tr></table> | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> within 90 calendar days from the start of construction and before September 30, 2025, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> . | 1.3 | Time shall be of the essence of the <i>Contract</i> . |
| 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . | | | | | | |
| 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve <i>Substantial Performance</i> of the <i>Work</i> within 90 calendar days from the start of construction and before September 30, 2025, subject to the provisions of the <i>Contract Documents</i> for adjustments to the <i>Contract Time</i> . | | | | | | |
| 1.3 | Time shall be of the essence of the <i>Contract</i> . | | | | | | |

Tenderer's Initials



- | | | |
|--|-------|---|
| Article 2.0 Contract Documents | 2.1 | The " <i>Contract Documents</i> " consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the <i>Contract Documents</i> . All of the <i>Contract Documents</i> shall constitute the entire <i>Contract</i> between the <i>Owner</i> and the <i>Contractor</i> . |
| | 2.2 | The <i>Contract</i> supersedes all prior negotiations, representations or agreements, whether written or oral, and the <i>Contract</i> may be amended only in strict accordance with the provisions of the <i>Contract Documents</i> . |
| Article 3.0 Contract Price | 3.1 | The price for the <i>Work</i> (" <i>Contract Price</i> ") shall be the sum in Canadian dollars of the following |
| | 3.1.1 | the product of the actual quantities of the items of <i>Work</i> listed in the <i>Schedule of Quantities and Prices</i> which are incorporated into or made necessary by the <i>Work</i> and the unit prices listed in the <i>Schedule of Quantities and Prices</i> ; plus |
| | 3.1.2 | all lump sums, if any, as listed in the <i>Schedule of Quantities and Prices</i> , for items relating to or incorporated into the <i>Work</i> ; plus |
| | 3.1.3 | any adjustments, including any payments owing on account of <i>Changes</i> and agreed to <i>Extra Work</i> , approved in accordance with the provisions of the <i>Contract Documents</i> . |
| | 3.2 | The <i>Contract Price</i> shall be the entire compensation owing to the <i>Contractor</i> for the <i>Work</i> and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the <i>Work</i> . |
| Article 4.0 Payment | 4.1 | Subject to applicable legislation and the provisions of the <i>Contract Documents</i> , the <i>Owner</i> shall make payments to the <i>Contractor</i> . |
| | 4.2 | If the <i>Owner</i> fails to make payments to the <i>Contractor</i> as they become due in accordance with the terms of the <i>Contract Documents</i> then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly. |
| Article 5.0 Rights and Remedies | 5.1 | The duties and obligations imposed by the <i>Contract Documents</i> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. |

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- | | | |
|--|-----|---|
| Article 5.0 Rights and Remedies (cont'd) | 5.2 | Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract. |
| Article 6.0 Notices | 6.1 | Communications among the <i>Owner</i> , the <i>Contract Administrator</i> and the <i>Contractor</i> , including all written notices required by the <i>Contract Documents</i> , may be delivered by hand, or by email, or by pre-paid registered mail to the addresses as set out below: |

The *Owner*:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

155 George Street

Prince George, BC, V2L 1P8

Email: *cpaton@rdffg.bc.ca*

Attention: *Cindy Paton, Manager of Community Services*

The *Contractor*:

Email: _____

Attention: _____

The *Contract Administrator*:

Jun Xiong MSc., P.Eng., CPESC.

Email: *Jxiong@mcelhanney.com*

Tel: *778-693-2686*

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**Article 6.0 Notices
(cont'd)**

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon being read if sent by email; or
- 6.2.3 after 5 *Days* from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by email assumes all risk that the email is received.

Article 7.0 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall endure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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Article 7.0 General
(cont'd)

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(NAME AND TITLE OF PERSON SIGNING)

(WITNESS)

Owner:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(NAME AND TITLE OF PERSONS SIGNING)

(AUTHORIZED SIGNATORY)

(NAME AND TITLE OF PERSON SIGNING)

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**Schedule 1 Schedule of
Contract
Documents**

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated 2019. All sections of this publication are included in the *Contract Documents*.

- Agreement, including all Schedules;
- Addenda
- Supplementary General Conditions;
- MMCD Board Approved Supplementary General Conditions*
- General Conditions*;
- Supplementary Specifications;
- Drawings (including specifications in the drawings) listed in Schedule 2 to the Agreement;
- Specifications*
- Standard Detail Drawings*;
- Executed Form of Tender; including all Appendices;
- Instructions To Tenderers: Part I and II*;
- MMCD Supplementary Updates:
 - 2021-04-23
 - 2022-04-07
 - 2024-05-23
- All other attachments.

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(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT,
OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

Schedule 2 – List of Contract Drawings -update

| DRAWING NO. | TITLE | DATE | REVISION NO. |
|-------------|--------------------------------|------------|--------------|
| C001 | SPECIFICATIONS | 2025-04-28 | 0 |
| C002 | SPECIFICATIONS | 2025-04-28 | 0 |
| C100 | PIPING LAYOUT – PLAN VIEW | 2025-04-28 | 0 |
| C101 | PIPING LAYOUT – SECTION VIEW A | 2025-04-28 | 0 |
| C102 | PIPING LAYOUT – SECTION VIEW B | 2025-04-28 | 0 |

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**Modifications and Additions to the Master
Municipal Construction Documents**

The following conditions form part of the Contract and are supplementary to the MMCD General Conditions and Specifications. In the event of a direct conflict between the MMCD General Conditions and these Supplementary GC's the Supplementary GC's take precedence.

| SECTION | SUB SECTION | SUPPLEMENTARY GENERAL CONDITIONS |
|---|--------------------------------|--|
| IT-PART II 5.0 TENDER REQUIREMENT | 5.2 | Delete 5.2 |
| GC 1.0 DEFINITIONS | 1.79 Utilities | Add 1.79 as follows: "Utilities" is used broadly and includes but is not limited to any and all lines, poles, structures, facilities, utilities for power, cable, TV, telephone, telecommunications, all sanitary and storm sewers, and all water, oil, gas and electric services, all steam pipes and services, all survey monuments, all street lights, traffic lights, traffic detector loops embedded in pavement, culverts, rail tracks, whether located above or below ground, whether visible or invisible, whether man-made or natural." |
| | 1.80 Engineer | Add 1.80 as: "Engineer means the Contract Administrator." |
| GC 2.0 DOCUMENTS | 2.2.4 Document Hierarchy | Replace Section (1) with the following: The Contract Documents shall govern and take precedence in the following order with the Agreement taking precedence over all other Contract Documents: .1 Agreement, including all Schedules; .2 Addenda .3 Supplementary General Conditions; .4 MMCD Board Approved Supplementary General Conditions* .5 General Conditions* .6 Supplementary Specifications .7 Drawings (including specifications in the drawings) listed in Schedule 2 to the Agreement .8 Specifications* .9 Standard Detail Drawings* .10 Executed Form of Tender; including all Appendices .11 Instructions To Tenderers: Part I and II* .12 MMCD Supplementary Updates: 2021-04-23 2022-04-07 2024-05-23 .13 All other attachments. |

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| SECTION | SUB SECTION | SUPPLEMENTARY GENERAL CONDITIONS |
|--|---|--|
| GC 3.0 CONTRACT ADMINISTRATOR | 3.3 Contract Administrator | Amend 3.3.5 by deleting “or control points at the place of work, sufficient to enable the <i>Contractor</i> ” and substituting “or control points at the place of work, or digital files, sufficient to enable the <i>Contractor</i> ” |
| GC 4.0 CONTRACTOR | 4.3 Protection of Work, Property and the Public | Add 4.3.5.1 as follows: “The Contractor shall notify the Contract Administrator immediately if damage to any structures occurs.” |
| | 4.6 Construction Schedule | Amend 4.6.2 by deleting “monthly” and substituting “monthly or as required by the Contract Administrator.” |
| GC 18.0 PAYMENT | 18.1 Payment | Amend 18.1.1 by deleting “Within 5 Days after the end of a calendar month” and substituting “Within 5 Days after contractor submits a payment request based on the payment schedule specified in supplementary specification 01 10 00 SS subsection 1.1.2”. |
| | | Replace 18.1.2 as “The Payment Certificate shall set out the total amount verified by the Contract Administrator based on the contractor’s payment claims. This amount will be in accordance with the claimable amount outlined in Supplementary Specification 01 10 00 SS, minus the 10% holdback as mandated by the Builders Lien Act.” |
| | 18.5 Payment | Amend 18.5.1 by deleting “15 th day” and substituting “30 th day”. |
| GC 20.0 LAWS, NOTICES, PERMITS AND FEES | 20.4 Environmental Laws | Add 20.4.2 as follows: “The <i>Contractor</i> shall indemnify the <i>Owner</i> for any costs, fines, expenses and penalties that the <i>Owner</i> is required to pay on account of the <i>Contractor</i> performing <i>Work</i> in breach of any applicable Federal, or Provincial or Municipal environmental laws, regulations, or orders.” |
| GC 24.0 INSURANCE | 24.1 Required Insurance | Amend 24.1. (1) by Changing “Limits: bodily Injury and Property Damage – inclusive each accident \$3,000,000” to “Limits: bodily Injury and Property Damage – inclusive each accident \$2,000,000 ” |
| | | Amend 24.1. (2) by Changing “Limits: bodily Injury and Property Damage – inclusive \$5,000,000” to “Limits: bodily Injury and Property Damage – inclusive \$3,000,000 ” |
| | | Delete 24.1. (3) |

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1.0
GENERAL

- .1 **Section 01 10 00 SS** addresses additional measurement and payment clauses which do not apply to other specification sections.

1.1
Water Treatment System
Replacement

- .1 This item covers all costs for mobilization, demobilization, insurance, permits, moving equipment, personnel, and materials to site, temporary facilities, red line markups, demolition and disposal of the existing water treatment system, and supply of all materials, labour, and other items required for the complete installation of the new water treatment system as outlined in the design drawings and specifications.
- .2 Payment shall be made on a lump sum basis as per the bid price. Payment shall be made as follows, as approved by the Contract Administrator: 20% upon issue of purchase order, 30% upon acceptance of shop drawings, 50% upon substantial completion of water treatment system installation.

1.2
Commissioning

- .1 This item covers all costs for commissioning activities, including, but not limited to preparation of client acceptance testing document, conducting all dry and wet tests as required by the detailed design drawings and specifications to the satisfaction of the engineer, and training of operations staff.
- .2 Payment shall be made on a lump sum basis as per the bid price. 50% of the bid amount shall be payable after commissioning when all systems are fully functional. The remaining 50% shall be payable after 30 days of trouble free operation.

END

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