



**REGIONAL DISTRICT**  
of Fraser-Fort George

**CONTRACT #: CS-24-02**  
**REGIONAL DISTRICT OF FRASER—FORT GEORGE**  
**DORE RIVER – BANK EROSION PROTECTION, McBRIDE B.C.**

On Behalf Of

**REGIONAL DISTRICT OF FRASER—FORT GEORGE**

Prepared By  
**McElhanney Ltd.**  
**Unit 12 - 556 North Nechako Road**  
**Prince George, BC V2K 1A1**



Owner: Regional District of Fraser—Fort George  
(NAME OF OWNER)

Contract: Dore River – Bank Erosion Protection, McBride B.C.  
(TITLE OF CONTRACT)

Reference No. CS-24-02  
(OWNER'S CONTRACT REFERENCE NO.)

**The Owner invites tenders for:** The work consists of erosion protection and vegetation of the eroding bank of the Dore River near McBride, BC. The erosion protection consists of bank excavating and reshaping, supply and installation of riprap erosion protection, and revegetation at six (6) locations along the bank (Sites A to F).

**NOTE:** Mandatory tender meeting (virtual). See *Instructions to Tenderers Part 1 – Section 4.6*

(BRIEF DESCRIPTION OF THE WORK)

**Contract Documents are available during normal business hours at:**

Digital documents only, available at: [BCBid.gov.bc.ca](http://BCBid.gov.bc.ca) and at:

<https://www.rdffg.ca/corporate/bids-and-tenders>

(LIST ADDRESSES FOR DOCUMENT PICKUP)

On payment of a non-refundable amount of \$       N/A       including GST payable to:  
N/A

(NAME THAT CHEQUE SHOULD BE PAYABLE TO)

**The Contract Documents are available for viewing at:**

N/A

(ADDRESS WHERE CONTRACT DOCUMENTS CAN BE VIEWED)

**Tenders are scheduled to close:**

**Tender Closing Time:**   09     00   ,   00   PT

**Tender Closing Date:**   April 8, 2024  

**Address:**   155 George Street    
  Prince George, British Columbia    
  V2L 1P8  

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S REPRESENTATIVE**

  Kenna Jonkman, General Manager of Community and Development Services  

  250-960-4400, KJonkman@rdffg.bc.ca  

(PHONE)

1.0 Introduction.....IT - 1

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(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.)

(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  
(NAME OF OWNER)

Contract: Dore River – Bank Erosion Protection, McBride B.C.  
(TITLE OF CONTRACT)

Reference No. CS-24-02  
(OWNER'S CONTRACT REFERENCE NO.)

**1.0 Introduction** 1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

The work consists of erosion protection and vegetation of the eroding bank of the Dore River near McBride, BC. The erosion protection consists of bank excavation and shaping, supply and installation of riprap erosion protection, and revegetation at six (6) locations along the bank (Sites A to F).

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:  
Ethan Hoffman, Project Manager; ehoffman@mcelhanney.com

McElhanney Ltd.

(NAME AND POSITION OF INDIVIDUAL WHO WILL ANSWER INQUIRIS)

**Address:** 12-556 North Nechako Road

Prince George, BC

V2K 1A1

**Phone:** 250 561 - 2229

**Fax:** 855 407 - 3895

**2.0 Tender Documents** 2.1 The tender documents which a tenderer should review to prepare a tender consist of all of 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*”.

- 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, Specifications and Standard Detail Drawings. They are those contained in the publication entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”. 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.
- 2.4 **Deadline for Questions:**  
The deadline for submission of questions is **March 25, 2024 at 09:00 PT**. Questions received after this time may not be responded to.

**3.0 Submission of Tenders**

- 3.1 **Tender Closing time**
- Tenders must be received by one of the accepted submission methods, on or before:  
**April 8, 2024 at 09:00 PT**
- 3.2 **Email Submission**
- Tender attached to an email in a PDF, or equivalent, format and emailed to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). The subject line should read “CS-24-02 – **Dore River – Bank Erosion Protection** - [Bidder Name]”,  
(The maximum file size able to be received by the Regional District is 35 MB).
- The Tenderer is solely responsible for submission of the Tender and accepts all risk of electronic submission. The Owner is not responsible for corrupted files or missing attachments or any other issues with electronic submission.

3.3 Hard copy submission:

Tender shall 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 (if sending by courier):

Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3rd Floor, 155 George Street, Prince George, BC V2L 1P8  
CS-24-02 D Dore River – Bank Erosion Protection

3.4 Late tenders will not be accepted or considered. Hard copy tenders will be returned unopened. Digital submissions will be deleted.

**4.0 Additional Instructions to Tenderers**

4.1 A public tender opening will not be held. Bidders shall receive notification of the unverified results of the tender opening within two days of the Tender Close.

4.2 **Definitions / Abbreviations:** Throughout the Supplementary Contract Specifications reference will be made to the following documents:

'MMCD' shall mean the Master Municipal Contract Document 2009 Edition.

4.3 **Document Precedence:** All Construction shall be performed in accordance to the Drawing Set, and the MMCD. In the event of any conflicts between them, the information shown in the plans and Supplementary Specifications shall govern. All alternates shall be approved by the Contract Administrator prior to installation.

4.4 **Supplementary Specifications:** Supplementary Contract Specifications have been numbered in accordance with the MMCD Section numbering followed by an 'SS' indicating that they contain additional information or detail than provided in the standard specification. Specifications that do not relate directly to an existing MMCD specification have been assigned a number in accordance with National Master Specification numbering system and also include the 'SS' notation.

4.5 **Acceptance or Rejection of Tenders:** The Regional District of Fraser – Fort George reserves the right to accept or reject any and all tenders and to waive irregularities and informalities at its discretion. The Regional District of Fraser – Fort George reserves the right to accept a proposal other than that with the lowest price or highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or

action, the right of the Regional District of Fraser – Fort George to accept or reject any proposal at its sole and unfettered discretion. Without limiting the generality of the foregoing, the Regional District of Fraser – Fort George will consider other factors besides price, schedule, and capability to perform the work in its sole and unfettered discretion including, but not limited to:

- Past Performance
- References
- Insurance
- Safety Record
- Conflict of Interest

4.6 **Tender Meeting (Virtual, Mandatory):** 2:00 PM PT, March 15, 2024

Video/Teleconference meeting to be hosted on Microsoft Teams by Ethan Hoffman of McElhanney.

**Meeting Link:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzVjNjZiMGUtNDcyNi00MzFjLTljN2ItOTUyYjE2ZjA1MTZj%40thread.v2/0?context=%7b%22Tid%22%3a%224a72147b-4190-4f80-b807-42498fb274a8%22%2c%22Oid%22%3a%22c7a4891b-5973-47f6-9b44-404cb994bad6%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzVjNjZiMGUtNDcyNi00MzFjLTljN2ItOTUyYjE2ZjA1MTZj%40thread.v2/0?context=%7b%22Tid%22%3a%224a72147b-4190-4f80-b807-42498fb274a8%22%2c%22Oid%22%3a%22c7a4891b-5973-47f6-9b44-404cb994bad6%22%7d)

**Meeting ID:** 296 637 061 520

**Meeting Passcode:**33y9A9

**Call in number (audio only):** [833\) 439-9613.643873677#](tel:8334399613643873677) Canada (Toll-free)

**Phone Conference ID:** 643 873 677#

4.7 RSVP to Ethan Hoffman, [ehoffman@mcelhanney.com](mailto:ehoffman@mcelhanney.com)

Note that minutes will not be prepared from this meeting, and that all questions are to be submitted through the official channel and will be responded to via addendum.

**Site Meeting (Optional):** 1:00 PM, March 18, 2024

Meeting location: Meet at intersection of Dorval Rd & Hwy 16.

RSVP to Ethan Hoffman, [ehoffman@mcelhanney.com](mailto:ehoffman@mcelhanney.com)

Note that minutes will not be prepared from this meeting, and that all questions are to be submitted through the official channel and will be



responded to via addendum.

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UNIT  
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INSTRUCTIONS TO TENDERERS - PART II

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( 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.)

(DO NOT USE WITHOUT REFERENCE TO "INSTRUCTIONS TO TENDERERS - PART I")

**5.0 Tender Requirements**

- 5.1 A tender must be on the Form of Tender as provided and be signed by the authorized signatory(s) as follows:
- 5.1.1 signature(s) must be in original handwriting;
  - 5.1.2 if the tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer must be included, and each partner or joint venturer must sign personally; if a partner or joint venturer is a corporation then such corporation must sign as indicated in paragraph 5.1.3 below; and
  - 5.1.3 if the tenderer is a corporation then the full name of the corporation must be included, together with the names and signatures of authorized signatories.
- 5.2 A tender must be accompanied by tender security ("*Bid Security*") in the form of:
- 5.2.1 a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the *Owner*, or
  - 5.2.2 cash, bank draft or letter of credit in a form acceptable to the *Owner*;
- in an amount equal to 10% of the *Tender Price*.
- 5.3 A tender must include the following Appendices:
- 5.3.1 Appendix 1 - the *Schedule of Quantities and Prices*;
  - 5.3.2 Appendix 2 - a "*Preliminary Construction Schedule*", generally in the form attached as Appendix 2 to the Form of Tender, and showing *Substantial Performance* by the date or within the duration, shown in paragraph 2.2 of the Form of Tender;
  - 5.3.3 Appendix 3 - name and brief description of the previous experience of the *Superintendent* the tenderer will use for the *Work*;
  - 5.3.4 Appendix 4 - a list of previous comparable work, including a brief description of that work, approximate contract value, and references (with phone numbers); and
  - 5.3.5 Appendix 5 - a complete list of all subcontractors, if any, that the tenderer will use for the *Work* including full names.

INSTRUCTIONS TO TENDERERS - PART II

- 5.4 The successful tenderer will, within 15 Days of receipt of the written *Notice of Award*, be required to deliver to the *Owner* the items listed in FT5.1.1, including a Performance Bond and a Labour and Material Payment Bond as described in FT5.1.1(a), failing which the provisions of FT6.1 will apply.
- 6.0 **Qualifications, Modifications, Alternative Tenders**
- 6.1 Tenders which contain qualifications, or omissions, so as to make comparison with other tenders difficult, may be rejected by the *Owner*.
- 6.2 A tenderer may, at the tenderer's election, submit an alternative tender ("*Alternative Tender*") which varies the materials, products, designs or equipment from those approved under the *Contract Documents*, or approved by the *Owner* as *Approved Equals* as the case may be, but an *Alternative Tender* must be in addition to, and not in substitution for, a tender which conforms to the requirements of the *Contract Documents*.
- 6.3 The only *Alternative Tender* that the *Owner* may accept is an *Alternative Tender* submitted by that tenderer whose conforming tender, submitted as required by paragraph 6.2 of these Instructions to Tenderers - Part II, would have been accepted by the *Owner* in preference to other conforming tenders, if no *Alternative Tenders* had been invited.
- 7.0 **Approved Equals**
- 7.1 Prior to the *Tender Closing Time and Date* a tenderer may request the *Owner* to approve materials, products, or equipment ("*Approved Equal*") to be included in a tender in substitution for items indicated in the *Contract Documents*.
- 7.2 Applications for an *Approved Equal* must be in writing, and supported by appropriate supporting information, data, specifications and documentation.
- 7.3 If the *Owner* decides in its discretion to accept an *Approved Equal*, then the *Owner* will issue an addendum to all tenderers.
- 7.4 The *Owner* is not obligated to review or accept any application for an *Approved Equal*.
- 8.0 **Inspection of the Place of the Work**
- 8.1 All tenderers, either personally or through a representative, are responsible to examine the *Place of the Work* before submitting a tender. A tenderer has full responsibility to be familiar with and make allowance in the tender for all conditions at the *Place of the Work* that might affect the tender, including any information regarding subsurface soil conditions made available by the *Owner*, the location of the *Work*, local conditions, topographical soil conditions, weather and access. Unless otherwise specified in the *Contract Documents*, a tenderer is not required to do subsurface investigations. By submitting a tender, a tenderer represents that the tenderer has examined the *Place of the Work*, or specifically elected not to. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the *Place of the Work* which were reasonably foreseeable by a contractor qualified to undertake the *Work*.
- 8.2 Tenderers are referred to GC 11.2.1 regarding **Concealed or Unknown Conditions**.

INSTRUCTIONS TO TENDERERS - PART II

- |   |      |  |
|---|------|--|
| <b>9.0 Interpretation of Contract Documents</b> | 9.1  | If a tenderer is in doubt as to the correct meaning of any provision of the <i>Contract Documents</i> , the tenderer may request clarification from the person named in paragraph 1.2 of the Instructions to Tenderers - Part I.   |
|   | 9.2  | If a tenderer discovers any contradictions or inconsistencies in the <i>Contract Documents</i> or its provisions, or any discrepancies between a provision of the <i>Contract Documents</i> and conditions at the <u><i>Place of the Work</i></u> as observed in an examination under paragraph 8 of the Instructions to Tenderers - Part II, the tenderer shall immediately notify the person named in paragraph 1.2 of the Instructions to Tenderers - Part I.   |
|   | 9.3  | If the <i>Owner</i> considers it necessary, the <i>Owner</i> may issue written addenda to provide clarification(s) of the <i>Contract Documents</i> .  |
|   | 9.4  | <u>No oral interpretation or representations from the <i>Owner</i> or any representative of the <i>Owner</i> will affect, alter or amend any provision of the <i>Contract Documents</i>.</u>   |
| <b>10.0 Prices</b>                              | 10.1 | The Tendered Price will represent the entire cost excluding <i>GST</i> to the <i>Owner</i> of the complete <i>Work</i> based on the estimated quantities in the <i>Schedule of Quantities and Prices</i> of the Form of Tender. Notwithstanding the generalities of the above, tenderers shall include in the tendered prices (including unit prices, lump sum prices, or other forms of pricing) sufficient amounts to cover: <ul style="list-style-type: none"> <li>10.1.1 the costs of all labour, equipment and material included in or required for the <i>Work</i>, including all items which, while not specifically listed in the <i>Schedule of Quantities and Prices</i>, are included in the <i>Work</i> specifically or by necessary inference from the <i>Contract Documents</i>;</li> <li>10.1.2 all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and the Workers Compensation Act;</li> <li>10.1.3 all overhead costs, including head office and on-site overhead costs, and all amounts for the <i>Contractor's</i> profit.</li> </ul> |
|   | 10.2 | The tendered prices and all subcontracts must allow for compliance with all applicable laws regarding trade or other qualifications of employees performing the <i>Work</i> , and payment of appropriate wages for labour included in or required for the <i>Work</i> .  |

INSTRUCTIONS TO TENDERERS - PART II

- 11.0 Taxes 11.1 The tendered prices shall cover all taxes and assessments of any kind payable with respect to the *Work*, but shall not include GST. GST shall be listed as a separate item as required by GC 19.2
- 12.0 Amendment of Tenders 12.1 A tenderer may amend or revoke a tender by giving written notice, delivered by hand, mail or fax, to the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part I at any time up until the *Tender Closing Date and Time*. An amendment or revocation that is received after the *Tender Closing Date and Time* shall not be considered and shall not affect a tender as submitted.
- 12.2 An amendment or revocation must be signed by an authorized signatory of the tenderer in the same manner as provided by paragraph 5.1 of these Instruction to Tenderers - Part II.
- 12.3 Any amendment that expressly or by inference discloses the tenderer's *Tender Price* or other material element of the tender such that, in the opinion of the *Owner*, the confidentiality of the tender is breached, will invalidate the entire tender.
- 12.4 An acceptable form of a tender amendment which tenderers may, but are not required to, use is as follows:

"Contract: \_\_\_\_\_  
(TITLE OF CONTRACT)

Reference No. \_\_\_\_\_  
(OWNER'S CONTRACT REFERENCE NO.)

TO: \_\_\_\_\_  
(NAME OF OWNER)

We the undersigned wish to amend our tender which we submitted for the above *Contract* by deleting the following tendered prices or items from our tender:

\_\_\_\_\_  
\_\_\_\_\_  
(TENDERED PRICES AND/OR TENDER ITEMS IN THE TENDER THAT ARE TO BE AMENDED )

and substituting the following revised tendered prices or items:

\_\_\_\_\_  
\_\_\_\_\_  
(REVISED TENDERED PRICES OR TENDER ITEMS )

The extensions in our tender should be adjusted accordingly, and our **Tender Price** as set out in Appendix 1 of our submitted **Form of Tender**, and on the **Schedule of Quantities and Prices**, increased/decreased by \$ \_\_\_\_\_, excluding GST. We have not included our revised **Tender Price** in order to preserve the confidentiality of our tender.

Signed and delivered the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_."

INSTRUCTIONS TO TENDERERS - PART II

- 12.5 If a tender amendment or revocation is sent by fax the tenderer assumes the entire risk that equipment and staff at the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part I will properly receive the fax containing the amendment or revocation before the *Tender Closing Date and Time*. The *Owner* assumes no risk or responsibility whatsoever that any fax will be received as required by paragraph 12.1 of these Instructions to Tenderers - Part II, and shall not be liable to any tenderer if for any reason a fax is not properly received.
- 13.0 Duration of Tenders** 13.1 After the *Tender Closing Time*, a tender shall remain valid and irrevocable as set out in paragraph 5.1 of the Form of Tender.
- 14.0 Qualifications of Tenderers** 14.1 By submitting a tender a tenderer is representing that it has the competence, qualifications and relevant experience required to do the *Work*.
- 15.0 Award** 15.1 The *Owner* reserves the full right, in its sole discretion and according to its own judgement of its best interest to,;
- 15.1.1 reject any or all tenders;
  - 15.1.2 waive any defect or deficiency in a tender which does not materially affect the tender or the *Tender Price* relative to other tenders and accept that tender;
  - 15.1.3 accept any tender, including an *Alternative Tender* which, in accordance with paragraph 6.3 of these Instructions to Tenderers - Part II, the *Owner* may accept.
- In exercising its discretion the *Owner* will have regard to the information provided in the Appendices to the Form of Tender as described under IT5.3 including the proven experience of the tenderer, and any listed subcontractors, to do the *Work*. In no event shall the *Owner* be liable for a tenderer's costs of preparing a tender.
- 15.2 Tenderers will not be permitted to alter or amend tendered prices included in a tender after the *Tender Closing Time*. If prior to an award of the *Contract* the *Owner* identifies changes the *Owner* wishes to make to the *Contract Documents*, then such changes shall be dealt with after the award of the *Contract* as *Changes*, and the provisions of GC 7 shall apply.
- 15.3 The *Owner* will notify the successful tenderer in writing.



INSTRUCTIONS TO TENDERERS - PART II

- 15.4 If there are any discrepancies in the *Schedule of Quantities and Prices* between the unit prices and the extended totals then the unit prices shall be deemed to be correct, and corresponding corrections shall be made to the extended totals. If a unit price or extended total has been omitted, the following shall apply:
- a) If a unit price is given but the corresponding extended total has been omitted, then the extended total shall be calculated from unit price and the estimated quantity, and inserted as the extended total;
  - b) If an extended total is given but the corresponding unit price has been omitted, then the unit price shall be calculated from the extended total and the estimated quantity, and inserted as the unit price;
  - c) If both the unit price and the corresponding extended total for a tender item have been omitted, then the following test shall be applied to determine whether the tender shall be rejected as incomplete:
    - (i) the highest of the unit prices tendered by other tenderers for that tender item shall be used as the test unit price, and the corresponding test extended total shall be calculated from the test unit price and the estimated quantity;
    - (ii) if the test extended total for the tender item exceeds 1% of the revised total *Tender Price*, including the test extended total, or if the revised total *Tender Price*, including the test extended total, alters the ranking of the tenderers according to lowest *Tender Price*, then the omitted unit price for that tender item is deemed to materially affect the *Tender Price* relative to other tenders and the tender shall be rejected;
    - iii) if the tender is not rejected under subparagraph (ii) of this IT 15.4(c), then the unit price and the extended total for that tender item shall both be deemed to be zero, and the costs for that tender item shall be deemed to be included in other tender item prices;
  - d) In no event shall page totals in the *Schedule of Quantities and Prices* or the total *Tender Price* be used to calculate missing extended totals or unit prices.

INSTRUCTIONS TO TENDERERS - PART II

- 16.0 Subcontractors** 16.1 The *Owner* reserves the right to object to any of the subcontractors listed in a tender. If the *Owner* objects to a listed subcontractor(s) then the *Owner* will permit a tenderer to, within 5 days, propose a substitute subcontractor(s) 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 *Subcontractor(s)*, the tenderer may, rather than propose a substitute subcontractor(s), consider its tender rejected by the *Owner* and by written notice withdraw its tender. The *Owner* shall, in that event, return the tenderer's bid security.
- 17.0 Optional Work** 17.1 If the *Schedule of Quantities and Prices* includes any tender prices for *Optional Work*, as defined in GC 1.41, then tenderers must complete all the unit prices for such *Optional Work*. Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the *Optional Work*. Tenderers are directed to GC 9.4.2.
- 17.2 Notwithstanding that the *Owner* may elect not to proceed with the *Optional Work*, the tender prices for any *Optional Work*, including the extended totals for *Optional Work* unit prices, shall be included in the *Tender Price* for the purpose of any price comparisons between tenders.

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INSTRUCTIONS TO TENDERERS - PART II

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**END OF Instructions to Tenderers - Part II**

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: Dore River – Bank Erosion Protection, McBride B.C.  
( TITLE OF CONTRACT )

Reference No. CS-24-02  
( 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 )

**ACCORDINGLY WE  
HEREBY OFFER**

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

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 achieve Substantial Performance of the *Work* on or before October 15, 2024; and  
( WORK DURATION OR DATE )

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*.

**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.

- WE CONFIRM:**
- 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*. The Regional District of Fraser – Fort George has applied for multiple regulatory approvals required to proceed with this work. The Regional District of Fraser – Fort George reserves the right to reject all tenders in the event of a delay in the obtaining of these approvals, or a failure to obtain these approvals.
- 5.1.1 within 15 *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
- .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor’s obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
- .3 a “clearance letter” indicating that the tenderer is in Worksafe BC compliance; and
- .4 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 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*,  
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, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:
    - 6.1.3 the face value of the *Bid Security*; and
    - 6.1.4 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: \_\_\_\_\_

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_

This Tender is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

*Contractor:*

\_\_\_\_\_  
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

**Project:** Dore River Erosion Protection  
**Description:** Form of Tender Appendix 1: Schedule of Quantities and Prices

Summary Sheet

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. GST shall be shown separately.

**Summary Sheet**

| <i>Division</i>    | <i>Title</i>                | <i>Amount</i>        |
|--------------------|-----------------------------|----------------------|
| Div 01             | General Requirements        | _____                |
| Div 31             | Earthworks                  | _____                |
| Div 32             | Roads and Site Improvements | _____                |
| Total Tender Price |                             | <input type="text"/> |



## Dore River Erosion Protection

### Form of Tender Appendix 1: Schedule of Quantities and Prices

| Item  | Section      | Para     | Description   | Unit         | Quantity | Unit Price | Extension   |
|---|--------------|----------|---|--------------|----------|------------|-------------|
| <i>Division 01 - General Requirements</i>         |              |          |   |              |          |            |             |
| 1.1   | 01 33 01     | 1.5.1    | <b>Project Record Drawings</b>  | Lump Sum     | 1        |            | \$ -        |
| 1.2   | 01 51 01     | 1.6.1    | <b>Temporary Utilities and Lighting</b>   | Incidental   | -        | -          | -           |
| 1.3   | 01 52 01     | 1.6.1    | <b>Temporary Structures and Facilities</b>  | Incidental   | -        | -          | -           |
| 1.4   | 01 55 00     | 1.5.1 SS | <b>Traffic Control</b>  | Incidental   | -        | -          | -           |
| 1.5   | 01 57 01 SS  | 1.6.1 SS | <b>Environmental Protection</b>   | Lump Sum     | 1        |            | \$ -        |
| 1.6   | 01 57 02 SS  | 1.0      | <b>Dewatering and Diversion</b>   | Incidental   | -        | -          | -           |
| 1.7   | 01 58 01     | 1.3.1    | <b>Project Identification</b>   | Incidental   | -        | -          | -           |
| <b>Subtotal -Division 1- General Requirements</b> |              |          |   |              |          |            | <b>\$ -</b> |
| <i>Division 31 - Earthwork</i>                    |              |          |   |              |          |            |             |
| 31.1  | 31 11 01     | 1.4 SS   | <b>Clearing and Grubbing - River Banks</b><br>Prepare banks for excavation. Includes removal and offsite disposal of driftwood, felled trees, organics, grubbing of stumps                | Square Metre | 5600     |            | \$ -        |
| 31.2  | 31 11 01     | 1.4.3 SS | <b>Establish Access Routes &amp; Laydown Areas</b><br>All work necessary to establish access to the site along routes and laydown areas as shown.   | Lump Sum     | 1        |            | \$ -        |
| 31.3  | Tender Price | 1.8      | <b>Common Excavation - Onsite disposal</b><br>Disposal of excess bank material adjacent to banks or spread along access routes during restoration, as approved by Contract Administrator. | Cubic Metre  | 650      |            | \$ -        |
| 31.4  | 31 24 13     | 1.8 SS   | <b>Common Excavation - Offsite Disposal</b>   | Cubic Metre  | 3130     |            | \$ -        |
| 31.5  | 31 24 13     | 1.8.7 SS | <b>Supply and Place self-compacting slope fill</b><br>Imported Material, Optional Work  | Cubic Metre  | 560      |            | \$ -        |
| 31.6  | 31 32 19     | 1.6.1    | <b>Geotextile</b><br>Nilex 4551 or Approved Equivalent  | Square Metre | 7200     |            | \$ -        |
| 31.7  | 31 37 10     | SS       | <b>Riprap - Class 100KG, 700 mm thickness</b>   | Square Metre | 4500     |            | \$ -        |
| 31.8  | 31 37 10     | SS       | <b>Riprap - Class 250KG, 1000 mm thickness</b>  | Square Metre | 1100     |            | \$ -        |
| 31.9  | 31 37 10     | 1.4.1 SS | <b>Habitat Boulders, 800 - 1000 mm Dia.</b>   | Each         | 100      |            | \$ -        |
| <b>Subtotal - Division 31 - Earthwork</b>         |              |          |   |              |          |            | <b>\$ -</b> |



| Item  | Section  | Para     | Description   | Unit            | Quantity | Unit Price | Extension   |
|---|----------|----------|---|-----------------|----------|------------|-------------|
| <i>Division 32 - Roads and Site Improvements</i>            |          |          |   |                 |          |            |             |
| 32.1  | 32 91 21 | 1.4.1    | <b>Import and Place Topsoil (300mm thickness)</b><br>Bed Type B - Tree and Shrub                            | Square<br>Metre | 9000     |            | \$ -        |
| <b>Grass Seeding - Broadcast</b>                            |          |          |   |                 |          |            |             |
| 32.2  | 32 92 20 | 1.8.1    | When work is complete, roughen surface of temporary access road and seed with MoTI Interior Forest Land Mix | Square<br>Metre | 3330     |            | \$ -        |
| <b>Bed Type A (Live Stakes)</b>                             |          |          |   |                 |          |            |             |
| 32.3  | 32 93 01 | 1.3.1 SS | Quantity and Species as per Drawings  | Square<br>Metre | 1500     |            | \$ -        |
| <b>Bed Type B (Trees and Shrubs)</b>                        |          |          |   |                 |          |            |             |
| 32.4  | 32 93 01 | 1.3.2 SS | Quantity and Species as per Drawings  | Square<br>Metre | 9000     |            | \$ -        |
| <b>Bed Type C (Live Stakes in riprap)</b>                   |          |          |   |                 |          |            |             |
| 32.5  | 32 93 01 | 1.3.3 SS | 1 m to 1.5 m length, avg. 1 stake per 2 lineal metre, stake species as per Contract Drawing                 | Square<br>Metre | 3900     |            | \$ -        |
| <b>Live Staking In Upper Reach of Dore River</b>            |          |          |   |                 |          |            |             |
| 32.6  | 32 93 01 | 1.3.4 SS | Sites within 5 km of project site.  | Square<br>Metre | 550      |            | \$ -        |
| <b>Subtotal - Division 32 - Roads and Site Improvements</b> |          |          |   |                 |          |            | <b>\$ -</b> |

Dore River – Bank Erosion Protection, McBride, B.C.

(TITLE OF CONTRACT)

See paragraph 5.3.2 of the Instructions to Tenderers – Part II.

Indicate Schedule with bar chart with major item descriptions and time.

MILESTONE

DATES: \_\_\_\_\_

| ACTIVITY | CONSTRUCTION SCHEDULE (day/year) |           |           |           |           |           |           |
|----------|----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
|          | Apr. 2024                        | May. 2024 | Jun. 2024 | Jul. 2024 | Aug. 2024 | Sep. 2024 | Oct. 2024 |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
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|          |                                  |           |           |           |           |           |           |
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|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |
|          |                                  |           |           |           |           |           |           |

Tenderer's Initials \_\_\_\_\_

Dore River – Bank Erosion Protection, McBride B.C.

(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 \_\_\_\_\_

Dore River – Bank Erosion Protection, McBride B.C.

(TITLE OF CONTRACT)

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

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

Tenderer's Initials \_\_\_\_\_

Dore River – Bank Erosion Protection, McBride B.C.

(TITLE OF CONTRACT)

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

| <b>TENDER ITEM</b> | <b>TRADE</b> | <b>SUBCONTRACTOR NAME</b> | <b>PHONE NUMBER</b> |
|--------------------|--------------|---------------------------|---------------------|
|                    |              |                           |                     |
|                    |              |                           |                     |
|                    |              |                           |                     |
|                    |              |                           |                     |
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|                    |              |                           |                     |
|                    |              |                           |                     |
|                    |              |                           |                     |

*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 \_\_\_\_\_, 20\_\_\_\_\_.

*Contract:* Dore River – Bank Erosion Protection, McBride B.C.  
( TITLE OF CONTRACT )

Reference No. CS-24-02  
( 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:**

- |  |     |  |
|--|-----|--|
| <b>Article 1 The Work Start / Completion Dates</b> | 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 <u><i>Contract Documents</i></u> .   |
|  | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u> . 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 <u><i>Contract Documents</i></u> and will achieve <u><i>Substantial Performance</i></u> of the <i>Work</i> on or before October 15, 2024 subject to the provisions of the <u><i>Contract Documents</i></u> for adjustments to the <u><i>Contract Time</i></u> . |

**Article 2 Contract Documents**

- 1.3 Time shall be of the essence of the *Contract*.
- 2.1 The "Contract Documents" 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 Contract Documents. All of the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the Contract Documents.

**Article 3 Contract Price**

- 3.1 The price for the *Work* ("Contract Price") shall be the sum in Canadian dollars of the following
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the Contract Documents.
- 3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* 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 *Work*.

**Article 4 Payment**

- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the Contract Documents 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 Rights and Remedies**

- 5.1 The duties and obligations imposed by the Contract Documents 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.
- 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 Notices**

- 6.1 Communications among the *Owner*, the Contract Administrator and the *Contractor*, including all written notices required by the Contract Documents, may be delivered by hand, email, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Regional District of Fraser—Fort George  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:  kjonkman@rdffg.bc.ca

Attention:  Kenna Jonkman

The *Contractor*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

email: \_\_\_\_\_

Attention: \_\_\_\_\_

The Contract Administrator:

McElhanney Ltd  
\_\_\_\_\_  
\_\_\_\_\_

email:  chutchinson@mcelhanney.com

Attention:  Cristina Hutchinson, P.Eng.



- 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 transmission if sent by fax or email and received in hard copy; 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 fax or email assumes all risk that the fax is received in hard copy.

**Article 7 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 ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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)

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

Owner:

Regional District of Fraser—Fort George

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

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 2009. All sections of this publication are included in the Contract Documents.

Agreement, including all Schedules;

Supplementary General Conditions (contained within);

General Conditions\*;

Supplementary Specifications (contained within);

Specifications\*;

Supplementary Standard Detail Drawings;

Standard Detail Drawings\*;

Executed Form of Tender, including all Appendices;, including  
Section 00 54 00 – Agreement Form – Novation Agreement

Contract Drawings listed in Schedule 2 to the Agreement –“List of  
Contract Drawings”;

Instructions To Tenderers - Part I;

Instructions To Tenderers - Part II\*;

8.12 MMCD Supplemental Updates

MMCD Supplemental Update 2016-11-18

MMCD Supplemental Update 2015-11-02

MMCD Supplemental Update 2014-09-19

MMCD Supplemental Update 2014-07-15

MMCD Supplemental Update 2014-02-28

MMCD Supplemental Update 2013-06-13

MMCD Supplemental Update 2012-08-07

MMCD Supplemental Update 2012-06-08  
MMCD Supplemental Update 2012-05-30  
MMCD Supplemental Update 2011-08-08  
MMCD Supplemental Update 2011-08-04  
MMCD Supplemental Update 2010-05-18  
MMCD Supplemental Update 2010-03-25  
MMCD Supplemental Update 2009-11-19

8.13 The following Addenda:

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( ADDENDA, IF ANY )

(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**

| TITLE                         | DRAWING NO. | REVISION NO. | REVISION DATE |
|-------------------------------|-------------|--------------|---------------|
| Cover Page                    | 000         |              |               |
| General Notes                 | 001         |              |               |
| Overall Site Plan             | 102         |              |               |
| Site A Plan and Profile       | 201         |              |               |
| Site A Plan and Profile       | 202         |              |               |
| Site B Plan and Profile       | 203         |              |               |
| Site C Plan and Profile       | 204         |              |               |
| Site D Plan and Profile       | 205         |              |               |
| Site F Plan and Profile       | 206         |              |               |
| Site F Plan and Profile       | 207         |              |               |
| Typical Cross Section         | 301         |              |               |
| Proposed Riparian Restoration | 400         |              |               |
| Restoration Details           | 401         |              |               |

# *Supplementary General Conditions*

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These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II, Platinum Edition 2009.

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Reference No. 14602

*Owner:* Regional District of Fraser—Fort George  
(NAME OF OWNER)

*Contract:* Dore River Erosion Protection, Phase 3  
(TITLE OF CONTRACT)

Reference No. 2431-21107-01  
(CONSULTANT CONTRACT REFERENCE NO.)

| General Conditions # | Paragraph # | Title                 | Action   |
|----------------------|-------------|-----------------------|--|
| 1.44                 | 1.44.       | Milestone Dates       | <p>Add:</p> <p>1.44.2 Instream Work Window:<br/><i>July 15 to September 15, 2024.</i></p> <p>No instream work may occur before July 15, 2024 or after September 15, 2024 due to permit restrictions.</p> <p>“Instream work” is defined as any disturbance below the high-water mark.</p>   |
| 1.79                 | 1.79.1      | Working Hours         | The “working hours” shall be 7:00 am to 8:00 pm.   |
| 4.1                  | .3          | Control of the Work   | <p>Add Item 4.1.3:</p> <p>The Contractor shall be solely responsible for all detailed field layout of the Work and recording all data required to complete record drawings. Payment for Survey layout shall be considered incidental to the work performed.</p>  |
| 4.1                  | .4          | Control of the Work   | <p>Add Item 4.1.4:</p> <p>Resident and emergency services access during construction shall be maintained, including restoring and maintaining access suitable for passenger vehicles.</p>  |
| 4.6                  | .8          | Construction Schedule | <p>Add Item 4.6.8</p> <p>Various regulatory permits are required for the work. Should an extension be required because the Contractor has failed to perform the work within the <i>Contract Time</i>, the Contractor will be responsible for all costs associated with obtaining an extension should it be permissible by the regulatory agencies.</p> |

|       |    |   |   |
|-------|----|---|---|
| 4.3   | .1 | Protection of Work, Property and the Public | <p>Add:</p> <p>The Contractor shall be responsible for the protection of existing underground and overhead utilities during the term of the Contract.</p>   |
| 4.8   | .2 | Workers                                     | <p>Add GC 4.8.2 as follows:</p> <p>“The Contractor shall maintain respectful communication among the Contractor’s employees, Subcontractors, and the Public. The Owner reserves the right to ask the Contractor to replace any Workers engaging in disrespectful or profane communication.”</p>   |
| *13.9 | .1 | Liquidated Damages for Late Completion      | <p>Delete GC 13.9.1 and replace with the following:</p> <p>“If the <i>Contractor</i> fails to meeting the <i>Milestone Date</i> for <i>Substantial Performance</i> as set out in the <i>Form of Tender</i>, paragraph 2.2 as may be adjusted pursuant to the provisions of the <i>Contract Documents</i>, then the <i>Owner</i> may deduct from any monies owing to the <i>Contractor</i> for the <i>Work</i>:</p> <ul style="list-style-type: none"> <li>(1) as a genuine pre-estimate of the <i>Owner’s</i> increased costs for the <i>Contract Administrator</i> and the <i>Owner’s</i> own staff caused by such delay an amount of \$1,500 per day or pro rata portion for each <i>Day</i> the actual <i>Substantial Performance</i> is achieved after the <i>Substantial Performance Milestone Date</i>; plus</li> <li>(2) all direct out-of-pocket costs for safety, security or equipment rental, reasonably incurred by the <i>Owner</i> as a direct result of such delay.</li> </ul> <p>If the monies owing to the <i>Contractor</i> are less than the total amount owing by the <i>Contractor</i> to the <i>Owner</i> under (1) and (2) then any shortfall shall immediately, upon written notice from the <i>Owner</i>, and upon <i>Substantial Performance</i>, be due and owing by the <i>Contractor</i> to the <i>Owner</i>.”</p> |

## 1. GENERAL

- 1.1. MMCD section 01 57 01 shall be referenced for all inquiries not specifically covered here.
- 1.2. Environmental Management Plan for Dore River Erosion Protection, McElhanney 2022 has been prepared and is provided as a reference document. Refer to this document as a guide for preparing the Environmental Protection Plan.
- 1.3. A Change Approval and Notification (Changes In and About a Stream Tracking ID7002877), hereby referred to as the Notification has been submitted to the Provincial Government regarding the work adjacent to the Dore River on the Dore River Erosion Protection Project. See reference documents. Proceed with work in full compliance of this document.
- 1.4. A Department of Fisheries and Oceans (DFO) Request for Project Authorization has been submitted to the Federal Government regarding the Work adjacent to the Dore River. Proceed with work in full compliance of DFO Authorization. See Supplemental General Conditions 1.44 for in stream work window.
- 1.5. Schedule and proceed with work to comply with Migratory Birds Convention Act, 1994 and the Migratory Birds Regulations, and any other relevant laws and regulations.

## 2. SUBMITTALS – ENVIRONMENTAL PROTECTION PLAN

- 2.1. The Contractor will submit an Environmental Protection Plan (EPP) for review and approval by the Contract Administrator. The EPP is to be a comprehensive overview of known or potential environmental issues to be addressed during construction. The EPP must be approved by the Contract Administrator prior to commencing construction activities or any delivery or materials or equipment to site.
- 2.2. The EPP must include certification by a Qualified Aquatic Environmental Scientist (QAES) registered in British Columbia.
- 2.3. The EPP must include the following:
  - 2.3.1. Name(s) of person(s) responsible for ensuring adherence to the EPP.
  - 2.3.2. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from site.
  - 2.3.3. Name(s) and qualifications of person(s) responsible for training site personnel.
  - 2.3.4. Descriptions of environmental protection personnel training programs.
  - 2.3.5. An Erosion and Sediment Control Plan (ESC Plan)

The ESC Plan shall identify type and location of erosion and sediment controls to be provided including monitoring and reporting requirements to ensure that control measures are in compliance with the ESC Plan and with Federal, Provincial, and Municipal laws and regulations.

The ESC Plan shall include turbidity mitigation procedures.
  - 2.3.6. Drawings



Drawings to show locations of proposed temporary excavations or embankments, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles, including methods to control runoff and contain materials on site.

2.3.7. Work Area Plan

Work Area Plan to show proposed activity in each area and identify areas of limited use or non-use. Plan to include measures for marking limits of use areas including methods for protection of features to be preserved within authorized work areas.

2.3.8. Spill Control Plan

Plan to include procedures, instructions, and reports to be used in event of any unforeseen spills of regulated substances.

2.3.9. Non-Hazardous Solid Waste Disposal Plan

Plan to identify methods and locations for solid waste disposal including cleaning debris.

2.3.10. Air Pollution Control Plan

Plan to detail provisions to ensure that dust, debris, materials and trash do not become airborne and travel off the project site.

2.3.11. Contaminant Prevention Plan

Plan to identify potentially hazardous substances to be used on the job site; identify intended actions to prevent introduction of such materials into air, water, or ground; and detail provisions for compliance with Federal, Provincial, and Municipal laws and regulations for storage and handling of these materials.

2.3.12. Wastewater Management Plan

Plan to identify methods and procedures for management and/or discharge of wastewaters derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, and water used in flushing of lines.

2.3.13. Historical, Archaeological, Cultural Resources, Biological Resources and Wetlands Plan

Plan to define procedures for identifying and protecting known historical, archaeological, cultural resources, biological resources and wetlands on project site.

Plan to identify procedures to be followed if historical, archaeological, cultural resources, biological resources and wetlands not previously known to be on site are discovered during construction.

Plan to include methods to assure protection of known or discovered resources and identify lines of communication between Contractor personnel and Minister.

2.3.14. Reporting Plan and Template

EPP shall include the reporting frequency and provide a sample report or template. Reports are to comply with Section 4 – Execution.

### 3. MEASUREMENT AND PAYMENT

- 3.1. Payment for preparation and implementation of an Environmental Protection Plan (EPP), shall be made under Lump Sum Item – Environmental Protection.
- 3.2. Upon acceptance by the Contract Administrator of the EPP, payment shall be made for 25% of the Lump Sum Price. The remainder of the payment shall be made as the work continues with the final 15% paid at Substantial Performance. Any inspections required to proceed as per the Contractor's schedule to verify that migratory birds are not present in the work zone shall be considered incidental to the work.

### 4. EXECUTION

- 4.1. Proceed with work in accordance with the following Best Management Practices, and in accordance will all reference documents listed in the Supplementary Specifications:

- Standards and Best Practices for Instream Works

<http://www.env.gov.bc.ca/wld/documents/bmp/iswstdsbpsmarch2004.pdf>

- Fish Stream Crossing Guidebook

[https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/natural-resource-use/resource-roads/fish-stream\\_crossing\\_web.pdf](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/natural-resource-use/resource-roads/fish-stream_crossing_web.pdf)

- BC Guidelines and Best Management Practices

<https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/natural-resource-standards-and-guidance/best-management-practices>

#### 4.2 Reporting

In accordance with the EPP, the Contractor shall submit environmental summary reports to the Contract Administrator. These reports are to be prepared weekly at minimum and shall be reviewed by the QAES. Reports are to summarize the activities on site, document issues such as spills, non-compliances, etc. Reports are to include required corrective actions for issues, and document when corrective actions have been completed.

**1. GENERAL**

- 1.1. MMCD Section 31 37 10 - Riprap shall be referenced for all inquiries not specifically covered here.
- 1.2. Related Work: Environmental Protection – Section 01 57 01  
 Planting of Trees, Shrubs, and Ground Cover – Section 32 93 01

1.1. Measurement and Payment

- 1.1.1. Measurement of supplied and installed rip rap shall be made based on final area placed, multiplied by the depths indicated on the drawings.
- 1.1.2. Volume of rock placed shall be cross-referenced to the load counts supplied by the Contractor.
- 1.1.3. Payment for rock beyond the specified depth and dimensions will not be considered unless the increased dimension is directed by the Contract Administrator.

**2. PRODUCTS**

2.1. Rock

- 2.1.1. Rocks to be tested for Acid Rock Drainage and Metal Leaching in accordance with the MoTI technical circular T04-13. Contractor to supply proof that the supplied rock conforms to this technical circular. The conformance to this technical circular must be approved by the Contract Administrator prior to any rock delivery to site.
- 2.1.2. All rock to meet the requirements outlined in the BC MoTI Standard Specifications for Highway Construction (2012) A key sample of this specification is shown below.

| Class of Riprap (KG) | Nominal Thickness of Riprap (mm) | Rock Gradation Percentage Smaller Than Given Rock Mass (kg) |      |       |
|----------------------|----------------------------------|---|------|-------|
|                      |                                  | 15%   | 50%  | 85%   |
| 10                   | 350                              | 1   | 10   | 30    |
| 25                   | 450                              | 2.5   | 25   | 75    |
| 50                   | 550                              | 5   | 50   | 150   |
| 100                  | 700                              | 10  | 100  | 300   |
| 250                  | 1000                             | 25  | 250  | 750   |
| 500                  | 1200                             | 50  | 500  | 1500  |
| 1000                 | 1500                             | 100   | 1000 | 3000  |
| 2000                 | 2000                             | 200   | 2000 | 6000  |
| 4000                 | 2500                             | 400   | 4000 | 12000 |

### 3. EXECUTION

#### 3.1. Riprap

- 3.1.1. Place granular filter on prepared slope prior to rock placement as directed in the Drawings.
- 3.1.2. Do not place any rock that has spalled or cracked due to delivery to site or handling on site.
- 3.1.3. Place rock as per all relevant regulations and as per the approved EPP.
- 3.1.4. Coordinate rock placement to facilitate placement of vegetation. Refer to Section 32 93 01 – Placement of Trees, Shrubs and Ground Cover.
- 3.1.5. Stage construction of excavation and placement to ensure compliance with Environmental Protection Requirements. Do not excavate below the water surface.

## 1. GENERAL

1.1. MMCD section 32 93 01 shall be referenced for all inquiries not specifically covered here.

1.2. Related Work: Environmental Protection – Section 01 57 01  
Riprap – Section 31 37 10

1.3. Measurement and Payment

1.3.1. Bed Type A (Live Stakes)

Measurement for live stakes will be field measured by the area surrounding the completed live cuttings. An average of 1 cutting per square metre must be obtained.

1.3.2. Bed Type B (Trees and Shrubs)

Measurement for planting of trees and shrubs will be field measured by the area of surrounding completed tree and shrub installations. An average of 1 tree per 3 square metres must be obtained. An average of 1 shrub per 1 square metre must be obtained.

1.3.3. Bed Type C (Live Stakes in Riprap)

Measurement for riprap live stakes will be field measured by the area of completed live cuttings. An average of 1 cutting per 2 lineal metres must be obtained.

1.3.4. Live Staking in Upper reach of Dore River

The work also includes live staking of an offsite area, quantity as per the Schedule of Quantities. The exact location to be confirmed by the Contract Administrator during the Work. The offsite live staking area will be located within 5 km of the main project site, and will be located within 200m of a vehicle access point. (I.e. no more than 200m of walking required to complete staking).  
Specifications for live staking as per drawing 401.

1.3.5. Payment for all plantings to include all costs associated with harvesting, cutting preparation, transport, planting (including soil additives, wrap and soil slurry), protection, and landscape maintenance (including watering and weeding as needed) for the length of the maintenance period, which shall be 1 year following the award of substantial performance.

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- 1.3.6. Payment for landscape maintenance shall be paid in full at the end of the maintenance period and after an acceptance walkthrough noting no significant die-off or after replanting as required.
  - 1.3.7. Payment for all plantings shall be paid following acceptable planting of the cuttings.
  - 1.3.8. Maintenance and warranty shall be incidental to the work. No separate payment shall be made for ensuring the growth of the live cuttings or for replacement of cuttings that fail to survive. Ensure an 80% survival rate of live cuttings for one year following completion.

## 2. PRODUCTS

### 2.1.

All products as specified on the Contract Drawings

2.1.1. Submit any alternatives or additional plant species to the Contract Administrator for approval.

### 2.2.

Harvest Location

2.2.1. All live cuttings must be harvested locally from a site within 50 km of the project site.

2.2.2. All harvesting must comply with all provincial and federal regulations and required permits shall be obtained at the contractor's expense.

2.2.3. Submit the proposed harvest site to the Contract Administrator for approval at least one (1) week prior to scheduled harvest. The Contract Administrator may request an inspection of the site with the Contractor prior to approval.

2.2.4. Multiple harvest locations are acceptable if required to procure the necessary number of cuttings.

## 3. EXECUTION

### 3.1. Work by a Skilled Contractor

3.1.1. All harvesting, soaking, and planting must be completed by a qualified and experienced Contractor in this type of work.

3.1.2. Install plantings as per Restoration Guidelines on Contract Drawings.

# *Supplementary Specifications*

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These Supplementary Specifications must be read in conjunction with the Master Municipal Specifications contained in the Master Municipal Construction Documents, Volume II, Platinum Edition 2009.

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Reference No. 14602



*Owner:* Regional District of Fraser Fort George  
(NAME OF OWNER)

*Contract:* Dore River – Bank Erosion Protection, McBride B.C.  
(TITLE OF CONTRACT)

Reference No. 2341-21107-01  
(CONSULTANT CONTRACT REFERENCE NO.)

| Spec #       | Paragraph #     | Title  | Action  |              |                 |      |      |       |        |       |     |
|--------------|-----------------|--|---|--------------|-----------------|------|------|-------|--------|-------|-----|
| 01 57 01 SS  |                 | Environmental Protection                         | See separate detailing supplementary specification for environmental protection below.  |              |                 |      |      |       |        |       |     |
| 31 11 01     | 1.4             | Measurement and Payment (Clearing and Grubbing)  | <p>Add Item 1.4.3<br/>Establish Access Routes &amp; Laydown Areas – Payment for establishing access routes and laydown areas as shown on Contract Drawings will be made as a lump sum. Restoration of these areas is covered under planting and seeding payment items.</p> <p>Add item 1.4.4</p> <p>Timber cleared on private property belongs to the property owner, unless otherwise agreed upon. Contractor shall coordinate with the property owner for disposal of trees that are suitable for firewood, that are cleared on private property.</p> |              |                 |      |      |       |        |       |     |
| 31 24 13     | 2.2.1           | Specified materials (Self-compacting Slope Fill) | <p>Add 2.2.1.6</p> <p><i>Self-compacting slope fill material</i> to be hard, durable, graded stone or quarry tailings with specific gravity not less than 2.656 to meet the following size distribution:</p> <table border="0"> <tr> <td><b>Sieve</b></td> <td><b>%Passing</b></td> </tr> <tr> <td>12mm</td> <td>0-15</td> </tr> <tr> <td>100mm</td> <td>85-100</td> </tr> <tr> <td>130mm</td> <td>100</td> </tr> </table>  | <b>Sieve</b> | <b>%Passing</b> | 12mm | 0-15 | 100mm | 85-100 | 130mm | 100 |
| <b>Sieve</b> | <b>%Passing</b> |  |   |              |                 |      |      |       |        |       |     |
| 12mm         | 0-15            |  |   |              |                 |      |      |       |        |       |     |
| 100mm        | 85-100          |  |   |              |                 |      |      |       |        |       |     |
| 130mm        | 100             |  |   |              |                 |      |      |       |        |       |     |

|             |       |  |  |
|-------------|-------|--|--|
| 31 24 13    | 1.8   | Common Excavation –<br>Offsite disposal        | <p>The Contractor is responsible for disposing of material offsite.</p> <p>Potential disposal location(s) in the area:<br/>The Regional District of Fraser Fort George operates the <i>Legrand Demolition and Construction Waste (DLC) Landfill</i>, located ~16km north of the Dore River project site along Highway 16. This site operates by appointment only, and typically Monday- Friday, 8am to 5pm.</p> <p>The landfill can receive approximately 60m3 of DLC waste per day. Tipping fees apply and the Contractor is responsible for coordinating dumping schedule, as this facility operates by appointment only.</p> <p>The landfill can receive up to 100m3 of clean cover material per day up to a maximum of 2000m3. Clean cover material must be free of woody debris, organics, asphalt, concrete, or other deleterious substances and must not have particles larger than 6". Loads will be inspected by landfill staff for acceptability. Contractor is responsible for stockpiling or levelling of the cover material at the site, using their equipment.</p> <p>Contractor is responsible for coordinating dumping schedule &amp; material placement, as this facility operates by appointment only. Contractor must adhere to all direction given by Regional District staff.</p> |
| 31 37 10-SS |       | Rip Rap  | See separate detailing supplementary specification 31 37 10 SS for Rip Rap.  |
| 32 92 19    | 2.1.6 | Grass Seed                                     | <p>Add Item 2.1.6</p> <p>Grass Seed mix shall be appropriate for the bio-geoclimatic zone of the Work. Contractor shall submit product sheet for the seed mix for review and approval by Contract Administrator, no later than 21 days before the start of seeding.</p>  |
| 32 93 01-SS |       | Planting of Trees, Shrubs,<br>and Ground Cover | See separate supplementary specification 32 93 01 SS for payment of planting of trees, shrubs, and ground cover.   |

**A list of the tender reference documents:**

1. Archaeological Impact Assessment (AIA), Norcan, 2023
2. Hydrologic and Geomorphic Assessment of the Dore River, McElhanney Ltd, 2021
3. 21-HPAC-01303- Habitat Offsetting Plan, McElhanney Ltd., March 4, 2024
4. Environmental Management Plan for Dore River Erosion Protection, McElhanney Ltd. 2022

**Applicable Permits**

The following permits are required for the work and are either in place or will be secured in advance of the Work. The Owner is solely responsible for obtaining the following permits, and the Contractor shall assume that all permits will be secured in advance of the Work.

1. *Order Associated with Section 11 Change Approval Application – 7002877*. Ministry of Water, Lands and Resource Stewardship, December 11, 2023.
2. Project Authorization – Canadian Department of Fisheries and Oceans - in progress, anticipated in March 2024.
3. *Interim Report Archaeological Impact Assessment of McElhanney's Rip-Rap Project along the Doré River*, Ministry of Forests - Archeology Branch, February 14, 2024.
4. Roads Works Permit, B.C. Ministry of Transportation Infrastructure – in progress.
5. Private property agreements – As per *General Instructions to Contractor* on drawing 001, prior to the start of the Work, the Owner will have secured agreements with all affected private property owners. These agreements will allow the Contractor access to the properties for machine access, staging, stockpiling, etc. in accordance with the areas delineated on drawing 102.