



**CITY OF
SALMON ARM**

REQUEST FOR QUOTATION

FOR

**2026/2027/2028
TRAFFIC LINE MARKING**

**Kirk Graham
Supervisor Roads & Transportation
CITY OF SALMON ARM
PO Box 40
500 – 2 Avenue NE
Salmon Arm BC
V1E 4N2**

**Telephone: 250-803-4087
Email: kgraham@samlonarm.ca**

CITY OF SALMON ARM
2026/2027/2028 TRAFFIC LINE MARKING

C O N T E N T S

INVITATION TO QUOTE

INSTRUCTIONS TO BIDDERS

QUOTATION:

- Schedule 1 - Schedule of Prices
- Schedule 2 - Bidder's Experience
- Schedule 3 - Bidder's Proposed Variations
- Schedule 4 - Bidder's List of Equipment and Senior Personnel

AGREEMENT

GENERAL CONDITIONS

APPENDIX "A" – TRANSPORT CANADA 5TH EDITION PAVEMENT MARKINGS

INVITATION TO QUOTE
CITY OF SALMON ARM, PO BOX 40, 500 – 2 AVENUE NE
SALMON ARM, BC. V1E 4N2
ENG-2026-03 –TRAFFIC LINE MARKING

The Owner, the City of Salmon Arm offers to receive Quotes for the project entitled “**CITY OF SALMON ARM, PO BOX 40, 500 - 2 AVENUE NE, SALMON ARM BC, V1E 4N2 ENG-2026-03 – TRAFFIC LINE MARKING**” in accordance with the following quote conditions:

- 1) Quotes must be submitted on the Supplementary Quote Forms provided.
- 2) **SEALED** Quotes, clearly marked, CITY OF SALMON ARM, PO BOX 40, SALMON ARM, BC V1E 4N2 “**ENG-2026-03 – TRAFFIC LINE MARKING**” will be received by the Chief Administrative Officer, City of Salmon Arm Municipal Office, 500 - 2 Avenue NE, Salmon Arm, BC, up to **2:00 PM Local Time, Thursday, February 19, 2026.**
- 3) The combined major items of works are:

Single Solid Yellow	87,000	meters
Double Solid Yellow	5,500	meters
Single Solid with layout	2,000	meters
Intermittent Yellow	5,000	meters
Intermittent White	1000	meters
Solid White Lane Dividers & Road Shoulders	80,000	meters

Airport Line Markings in all three years

New helipad construction is planned for 2026, with a proposed expansion of the pad size and the addition of appropriate air markings. After 2026, painting may not be required, or additional painting may be needed. Any price adjustments will be determined and mutually agreed upon by both parties.

This is a three (3) year contract with an option to extend an additional two (2) years upon mutual agreement by both parties.

- 4) Line painting **MUST** be completed by May 31 of each year, and airport completed by June 15 of each year.
- 5) The City of Salmon Arm reserves the right to waive informalities in or reject any or all quotes or accept the quote deemed most favourable in the interests of the City of Salmon Arm. Without limiting the generality of the forgoing, any Quote which is incomplete, obscure, irregular, has erasures or corrections in the price sheet, unit prices omitted, may be rejected. Awards shall be made on quotes that will give the greatest value based on quality, service and price. Preference shall be given to local suppliers where quality, service and price are equivalent. The City of Salmon Arm will not accept responsibility for the costs incurred by a quote for the preparation and submission of a quote or, for loss of potential profits where a quote is not awarded. The lowest or any quote will not necessarily be accepted.
- 6) All enquiries shall be directed to:

Kirk Graham, Supervisor Roads and Transportation
Telephone: 250-803-4087
Email: kgraham@salmonarm.ca



CITY OF SALMON ARM
SPECIFICATION & QUOTATION FORM
TRAFFIC LINE MARKING

PLEASE NOTE:

This specification and complete Quotation form will become part of any contract entered into between the successful Bidder and the City of Salmon Arm, and must be returned in the return-addressed envelope provided, to the office of the Chief Administrative Officer, City of Salmon Arm, PO Box 40, 500 – 2 Avenue NE, Salmon Arm, BC, V1E 4N2, on or before **2:00 PM, local time, Thursday, February 19, 2026.**

Kirk Graham
Supervisor Roads and Transportation

NAME OF BIDDER: _____

INITIALS OF BIDDER: _____

QUOTATION INFORMATION & INSTRUCTIONS

TRAFFIC LINE MARKING

Section 1.00

GENERAL CONDITIONS

- 1.01** Quotations must be received by 2:00 PM, local time, Thursday, February 19, 2026, at the City of Salmon Arm Public Works Office, PO Box 40, 100 – 30 Street NE, Salmon Arm, BC V1E 4N2 OR via email to kgraham@salmonarm.ca
- 1.02** Quotations received after the closing time will be returned unopened.
- 1.03** Quotations submitted by mail must be posted in sufficient time to be received in the City Hall office by the closing hour.
- 1.04** The Bidder is required to view the work to be done and to satisfy himself as to the practicability and other details of such work.
- 1.05** All work must be done so as to create a minimum of inconvenience to traffic and pedestrians. All line work must be done with a self-propelled unit acceptable to the Supervisor of Roads and Transportation or delegated representative.
- 1.06** All work must be done in a manner and to a standard acceptable to the Supervisor of Roads and Transportation or delegated representative.
- 1.07** All work done in a manner not acceptable to the Supervisor of Roads and Transportation or their delegated representative will be redone at no expense to the City.
- 1.08** The Contractor must have at least five [5] years experience as a bonafide contractor in the line painting business and/or provide confirmation of at least three municipal/government Line Painting Contracts as a prerequisite to bidding on this project.
- 1.09** **The City will not allow work to be done in the downtown area or on main traffic routes during peak traffic times. The Contractor must schedule this work on such days, or at such time when traffic flows are at a minimum.**

1.10 No painting shall be done during inclement weather or late in the day when drying time may be delayed.

1.11 The City reserves the right to add to the quantities or delete any portion that may not be required or that they may desire to have done by others.

The City reserves the right to award the Contract in two parts, centre line painting, and airport markings.

1.12 THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ALL OR ANY PART OF ANY QUOTATION AT ANY TIME.

1.13 In evaluation of Quotations the City may, but is not obligated to, apply preference for:

- a) an earlier completion date over later
- b) A Contractor deemed by the City in its sole discretion to be more competent than a less competent, (even though both may be competent to perform the work)
- c) Past performance of similar contracts

1.14 The lowest or any QUOTATION will not necessarily be accepted.

SECTION 2.00

2.01 Scope of Work

The Contractor shall provide all the necessary equipment, material, labour and supervision, and all things necessary to complete the work of Traffic Line Marking included in this Quotation. All work is to be carried out within the limits of the City of Salmon Arm but does NOT INCLUDE work, which is the responsibility of the MINISTRY OF TRANSPORTATION.

2.02 Materials

All Road Marking Paint and Thinners required to complete the Quotation work to be SUPPLIED BY BIDDER.

Road Traffic Paint shall be quick drying, meeting BC Ministry of Transportation specifications. Manufacturer's name & paint specifications to be submitted with QUOTATION. **All paint supplied shall have glass beads in accordance with BC Ministry of Transportation specifications.**

2.03 Standards and Procedures

1. Layout:

In most cases the painting will be over existing road markings, and no layout will be required.

Layout will be done, on newly paved streets and where old markings have been erased, by the Contractor for the unit costs as shown on this Quotation.

2. Street Sweeping:

The City in advance of the Painting Program will do street sweeping and cleaning. The Contractor is required to hand sweep areas as required.

3. Workmanship:

Tangent lines shall be straight, and curved lines shall have a constant radius.

Paint must be applied to meet BC Ministry of Transportation specifications. There shall be no overspraying in the line width. The Contractor shall be responsible to find a site for cleaning out his equipment and disposing of waste materials.

4. Protection of Work:

The Contractor shall be responsible to provide and set out all the necessary barricades, cones and speed warning devices necessary to carry out and protect the work from the Traffic & Pedestrians. Cones must be removed within ½ hour of the paint drying.

5. Material shall meet the BC MOT recognized products list published January 2, 2026

6. Paint application rates shall be applied at a rate of 40.6 l/km, equivalent to 16 wet mils. All long line vehicles/equipment must be outfitted with a Digital Pavement Marking Measurement Instrument (DPMMI) and shall be used to track the following conditions: Date, time, location, road temp., air temp., paint temp., paint application thickness, glass bead application rate and speed of vehicle.

All data sourced from the DPMMI is to be compiled and submitted to the City within 15 working days after painting is completed. These also must be provided with all invoicing.

2.04 Construction Time Tables

1. It is intended to have streets swept and prepared for painting by April 15 of each year, subject to spring weather conditions. The Contractor must give the City seventy-two (72) hours prior notice to have this work done before actual commencement date.
2. All line painting shall start after April 15 of each year (or earlier if roads have been swept) and completed by May 31 of each year.

All Airport painting MUST be completed by June 15 of each year.

3. The Contractor shall not leave to do work for others once starting the work identified in this Contract.

2.05 Payment

1. Payment for all line-painting services shall be based on the volume of work presented in this quotation document and unit cost of the successful Contractor. The City may reduce or eliminate some of work if in its opinion

some line painting is not required, or if road sections are scheduled to be upgraded after the end of May.

2. UPON COMPLETION OF THE WORK, payment will be on a progress payment basis, ninety percent [90%] of the total quoted price less deficiencies shall become due and payable by the City to the Contractor on or before fifteen [15] days following "Notice of Acceptance". The release of the Builders Lien holdback shall be made within fifty five [55] days following the "Notice of Acceptance" provided that no lien has been filed against the Contractor for work done or materials furnished in respect of anything done under or by virtue of the Agreement. Extensions to the timeline may be made through written mutual agreement.
3. All payments will be based on the City of Salmon Arm's line painting inventory. Any discrepancies or new additions must be submitted by the Contractor for review by the Supervisor of Roads and Transportation or delegated representative.
4. Contractor is required to provide Digital Pavement Marking Measurement Instrument (DPMMI) documentation throughout the program each year to be attached to the invoice.

2.06 MANNER OF PERFORMANCE

The whole of the work and the manner of performing it shall be done in a workmanlike manner, and all personnel shall have an adequate background in the work required, and to the entire satisfaction and approval of the City.

2.07 INSPECTION BY CITY

The Supervisor of Roads and Transportation or delegated representative will make periodic inspections of the work areas to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from this exist, the Contractor will be notified either verbally or in writing of the corrective measures to be taken.

Upon notification, the Contractor must proceed without delay to institute corrective measures. Such periodic inspections shall not relieve the Contractor in any way from making his own inspections to ensure that the work is being satisfactorily performed.

2.08 MATERIALS, APPLIANCES, EMPLOYEES

Unless stipulated otherwise, the Contractor shall provide and pay for all labour, tools, equipment, power, transportation and other facilities for the execution of the work.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Being under the influence of or in the possession or use of intoxicating beverages or drugs on the work site shall be sufficient reason to declare an employee as unfit.

The Contractor and/or his employees shall not enter into any dispute with, and shall maintain a courteous relationship with the public while in the process of executing the Contract work.

2.09 EMERGENCIES OR NON-COMPLIANCE BY CONTRACTOR

- 1) The City's representative has authority to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the structure, or of adjoining property.
- 2) The City's representative shall have, without limitation the following rights:
 - a) In his sole opinion, to decide whether any part of the work has been done as required by the Contract.
 - b) What the Contractor is required by the Contract to do including without limitation questions as to the acceptability of the quality or quantity of any labour or material used in the execution of the work and the timing or scheduling of the work.

2.10 CHANGES IN THE WORK

The City, without invalidating the Quotation, may make changes by altering, adding to, or deducting from the work, the Contract price being adjusted accordingly. All such work shall be executed under the conditions of the original Quotation.

2.11 VALUATION OF CHANGES

The value of any change or extra work shall be determined in one or more of the following ways:

- a) by unit prices agreed to;
- b) by estimate and acceptance in a lump sum;
- c) by cost and percentage or by cost and a fixed fee.

In case of additional work to be paid for under method [c], the Contractor shall keep and present in such form as the City may require a correct account of the net cost of labour and materials, together with vouchers.

No payment on account of changes or extra work shall be made until the value thereof shall have been determined as herein provided.

2.12 APPLICATIONS FOR PAYMENT

The Contractor shall submit to the City an application for each monthly payment and, if required, a statutory declaration, receipts or other vouchers showing his payments for labour.

2.13 PERMITS, NOTICES, LAW & RULES

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the work, including a valid City of Salmon Arm Business License. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

2.14 COMPLIANCE WITH WORKSAFE BC REGULATIONS

The Contractor shall ensure compliance on his part with the WorkSafe BC Compensation Act and any regulations thereunder especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the WorkSafe BC Compensation Act, the WorkSafe BC Compensation Board orders the Contractor in respect of his operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion the conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City on 24 hours written notice to the Contractor may terminate the Contract.

2.15 PROTECTION OF THE WORK, PROPERTY AND PUBLIC

The Contractor shall comply with all applicable laws, ordinances, rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect from damage, injury or loss.

The Contractor shall protect the property adjacent to the work area from damage as the result of his operations under the Contract. The Contractor shall protect the work and the City's property from damage, which may arise as the result of his operations under the Contract.

2.16 CITY'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Quotation, the City, after five [5] days written notice to the Contractor, may without prejudice to any other right or remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

2.17 CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should refuse or fail to supply enough properly skilled workmen or proper equipment after having received seven [7] days notice in writing from the City or otherwise be guilty of a substantial violation of the provisions of the Contract, then the City may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the employment the Contractor and finish the work by whatever means he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment.

2.18 CONTRACTORS RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to pay to the Contractor within thirty [30] days of its maturing and presentation, any sum certified by the City or awarded by arbitrators, then the Contractor may upon five [5] days written notice to the City stop work and/or terminate this Contract without prejudice to any other right or remedy he may have, and recover from the City payment for all work executed and any loss sustained with reasonable profit and damages.

2.19 ASSIGNMENT

The contractors shall not assign the Quotation Contract or any part thereof or any benefit or interest therein or thereunder [otherwise than by a change in favour of the Contractor's bankers of any monies due or to become due under this Contract which assignment shall be notified to the City] without prior written consent of the City.

2.20 PRICES TO BE ACCEPTED AS FULL COMPENSATION

The price or prices provided for in the Quotation shall be accepted by the Contractor as full compensation for everything furnished and done by the Contractor under this Quotation, including all work required but not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work or the action of the weather, elements, or any unforeseen obstructions or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in the consequence of any delay or suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work as in this contract provided.

2.21 Contract Form

By submission of a quotation, the Proponent agrees that should its quote be successful the Proponent will enter into a Contract with the City that will include the following selected contract clauses.

2.22 Compliance With Laws

The Proponent will give all the notices and obtain all the licenses and permits required to perform the work. The Proponent will comply with all laws applicable to the work or performance of the Contract.

2.23 Laws of British Columbia

Any Contract resulting from this Request for Quotation will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

2.24 Arbitration

All disputes arising out of or in connection with the Agreement will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

2.26 Indemnity

Any Agreement resulting from this Request for Quotation will require that the Proponent indemnify and save harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this Agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Proponent or by any servant, employee, officer, director or sub-Contractor of the Proponent pursuant to the Contract excepting always liability arising out of the independent acts of the City.

2.27 Insurance

Any Agreement resulting from this Request for Quotation may require that the Proponent, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Agreement term, the following insurances with insurers licensed in British Columbia in forms acceptable to the City. All required insurance will be endorsed to provide the City with 30 days' advance written notice of cancellation or material change. The Proponent will provide the City with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Agreement.

Professional Liability Insurance in an amount not less than \$2,000,000 inclusive per occurrence and aggregate.

Comprehensive Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The City is to be added as an additional insured and the policy shall contain a cross liability clause.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than \$2,000,000.

2.28 Registration with Workers' Compensation Board

The Proponent and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Proponent may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

2.29 Health and Safety

The Proponent must ensure they have a current health and safety policy that meets or exceeds all Occupational Health and Safety legislative requirements as a workplace under the inspectional jurisdiction of WorkSafeBC, and will ensure all employees will abide by these policies.

No verbal agreements or conversation with any officer, agent or employee of the City of Salmon Arm, either before or after the execution of the Quotation, shall affect or modify any of the terms or obligations herein contained.

CITY OF SALMON ARM

**SCHEDULE 1
QUOTATION FORM
2026/2027/2028 TRAFFIC LINE MARKING**

In accordance with the "Quotation Information and Instructions", which I/we have carefully examined, the undersigned hereby submits a Firm quotation for Traffic Line Marking as follows. Quantities will vary over the three [3] year term.
Unit prices as quoted will apply to revised quantities.

LINE PAINTING

Item	Approximate Quantity	cost/ lin m	2026	cost/ lin m	2027	cost/ lin m	2028
Single Solid Yellow	80,000 lin m						
Single Solid Yellow c/w layout	2,000 lin m						
Double Solid Yellow	3,500 lin m						
Intermittent Yellow	5,000 lin m						
Intermittent White	1,000 lin m						
Solid White Lane Dividers & Road Shoulders	47,500 lin m						
SUB-TOTAL LINE PAINTING							

**Shuswap Regional Airport [Salmon Arm] Line Painting – See attached Transport Canada
Specifications – Appendix “A”**

Item	Approx. Quantity	Item cost	2026	Item cost	2027	Item cost	2028
North End Bars – White	6 sets of 6 Bars 150mm x 30m = 1080 lin m						
North End Numbers – White	# “14” = Lump Sum						
South End Bars – White	6 set of 6 Bars 150mm x 30m = 1080 lin m						
South Ends Numbers – White	# “32” = Lump Sum						
North Chevrons – Yellow	4						
Airport Taxi Zone:							
• Numbers - Yellow	# “122.9” = Lump Sum						
• Run up pad – double solid yellow	50 lin m						
• Heli Landing Pad Circle	Lump Sum						
• Parking area	70 lin m						
• Compass Rose	Lump Sum – 1						
SUB-TOTAL AIRPORT LINE PAINTING							



CITY OF SALMON ARM

**2026/2027/2028 TRAFFIC LINE MARKING
QUOTATION FORM**

Work will commence on _____, 2026/2027/2028
Day/Month

Work will be completed on _____, 2026/2027/2028
Day/Month

IMPORTANT NOTICE:

QUOTATION forms not properly completed will not be considered valid Quotations.

Company Name _____

Mailing Address _____

Email _____

Telephone _____

Name & Title of Signing Officer _____
[Please print]

Signature of Signing Officer _____

Date _____



CITY OF SALMON ARM

**2026/2027/2028 TRAFFIC LINE MARKING
QUOTATION FORM**

TO:

The City of Salmon Arm
PO Box 40
500 – 2 Avenue NE
Salmon Arm BC
V1E 4N2

The undersigned bidder hereby offers to enter into, execute and deliver to you an agreement in the relative form annexed, to find and supply all the paint, material, labour and workmanship, and to do everything further necessary to do the work for the fulfilment of 2026/2027/2028 Traffic Line Marking Contract specified in the said form of agreement hereunto annexed, at the prices and on the terms and conditions herein contained, and within the time herein limited.

It is hereby agreed that once the Quotations for this contract have been opened, this Quotation and the offer constituted hereby shall not be revoked before either acceptance thereof by you OR the expiration of sixty [90] days after the opening of Quotations for 2026/2027/2028 Traffic Line Marking Contract, whichever shall first occur.

IN THE PRESENCE OF: _____
Name of Bidder [Company]

[Witness to individual Bidder
or to authorized signing officers
of Corporate Bidder] _____
Signature & Seal of Bidder



CITY OF SALMON ARM

2026/2027/2028 TRAFFIC LINE MARKING

**SCHEDULE 2
BIDDER'S EXPERIENCE**

Company Name

This is Schedule 2 of the Quotation and shall be read with and form part thereof, as if embodied therein.

TITLE OF CONTRACT	NAME OF EMPLOYER	DESCRIPTION OF WORK Include value

[Signature of Bidder]

[Date]



CITY OF SALMON ARM

2026/2027/2028 TRAFFIC LINE MARKING

**SCHEDULE 3
BIDDER'S PROPOSED VARIATIONS**

Company Name

This is Schedule 3 of the Quotation and shall be read with and form part thereof, as if embodied therein.

The following is a full and complete statement and description of the Bidder's proposed variations to the specifications.

[Signature of Bidder]

[Date]



CITY OF SALMON ARM

2026/2027/2028 TRAFFIC LINE MARKING

**SCHEDULE 4
BIDDER'S LIST OF EQUIPMENT AND SENIOR PERSONNEL**

This is Schedule 4 of the Quotation and shall be read with and form part thereof, as if embodied therein.

EQUIPMENT

PERSONNEL

[Signature of Bidder]

[Date]



CITY OF SALMON ARM

2026/2027/2028 TRAFFIC LINE MARKING

PAINT SPECIFICATIONS

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



CITY OF SALMON ARM

2026/2027/2028 TRAFFIC LINE MARKING

**CONTRACTORS DECLARATION
TO BE SIGNED BY CONTRACTORS WHEN
ONLY ONE QUOTATION IS RECEIVED**

DATE:

PROJECT:

NAME OF CONTRACTOR:

Because only one eligible Quotation was received for the above project, it is understood and agreed, by the bidder concerned, that the City, may, at his option, "RE-QUOTE" the project for better response, without any change being made to the Documents.

I UNDERSTAND and AGREE to this Condition.

I AUTHORIZE the opening of my QUOTATION.

I DO NOT AGREE to this Condition and wish
to withdraw my QUOTATION.

This Agreement made this [#] day of [MONTH], [YEAR]

BETWEEN:

CITY OF SALMON ARM
Box 40
Salmon Arm, BC V1E 4N2

(hereinafter referred to as the "Corporation")
PARTY OF THE FIRST PART

AND

[CONTRACTOR NAME]
[Contractor Address 1]
[Contractor Address 2]

(hereinafter referred to as the "Contractor")
PARTY OF THE SECOND PART

WHEREAS the Corporation has accepted the [quote/proposal] dated [DATE] from the Contractor for [Name of Project/Work to be performed];

NOW THEREFORE WITNESSETH THAT the "Corporation" and the "Contractor" for the consideration hereinafter named, agree as follows:

1. The term of this Agreement will be a period of [NUMBER] ([#]) [months/years], commencing on [DATE].
2. The "Contractor" hereby agrees to furnish all of the materials, (except as otherwise specified to be supplied by others), and all of the equipment and labour necessary to complete the work as described on Schedule 1 ([Request for Quotation Documents, Proposal Documents, etc], attached hereto and forming part of this Agreement.
3. The "Contractor" hereby agrees to abide by all terms and conditions contained within the [proposal/quote] as described on Schedule 1 ([Quotation Documents/Proposal Documents]).
4. In consideration of the performance by the Contractor of all and singular and covenants and agreements herein contained and to be performed by the Contractor, the Corporation HEREBY COVENANTS AND AGREES with the Contractor that it will pay to him the sum or sums of money herein specified as payment for the fulfillment of the work as indicated in Schedule 1 ([Quotation Documents/Proposal Documents]). All contracts over \$10,000.00 that include work or improvements as defined by the Builder's Lien Act are subject to a holdback as defined in the Builder's Lien Act.
5. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the specifications, the schedule of quantities and prices, the quotation including all schedules thereto, the general conditions of contract, and further details and instruction in explanation thereof as may from time to time be given by the Corporation, shall be read with and form part of this Agreement as if embodied herein.

6. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the Contractor, in entering into and executing this agreement, has relied on his own examination of the sites, the access to the sites, and on all other data, matters and things requisite to the fulfillment of the work, and not on any representation or warranty of the Corporation.
7. IN THIS AGREEMENT, unless the context otherwise requires, "Contract" shall be construed to mean and include this Agreement.
8. WHENEVER in this Agreement it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.
9. This Agreement may be terminated by the Corporation in the following conditions:
 - (a) By giving thirty (30) days prior written notice to the Contractor of its intention to terminate based on the Contractor's breach of this Agreement and the Contractor shall remove any and all of its own possessions or equipment from the sites and deliver up vacant possession thereof to the Corporation within thirty (30) days.
 - (b) By giving the Contractor twenty-four (24) hours prior written notice in the event that the Contractor shall be dissolved or wound up or shall make an assignment in bankruptcy or if a receiver of the Contractor's business should be appointed, in which case the Contractor shall immediately deliver vacant possession of the sites to the Corporation and shall immediately remove any and all of its own possessions or equipment from the sites.

- (c) Nothing in this Agreement shall obligate the Corporation to guarantee the full term of the Agreement as a result of acts beyond the control of the Corporation (i.e. damages to the sites caused by earthquake, lightning, fire, explosion, flood, insects, government decree, drought, sedimentation, pollution, etc.).
10. All grants, covenants, provisos and claims, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors, and assigns, in the same manner as if the words "heirs, executors, administrators, successors, and assigns" had been inscribed in all proper and necessary places, and in the event of more than one person being the Contractor, the said grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
11. WHEREVER the singular or masculine is used throughout this agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have set their hands, the day and year first above written.

For the Corporation

For the Contractor

Signed, sealed and delivered in
the presence of:

Signed, sealed and delivered in
the presence of:

Rhonda West
Corporate Officer

[CONTRACTOR]

Name: _____

Title: _____

The Corporate Seal of the CITY OF
SALMON ARM was hereunto affixed in
the presence of:

Alan Harrison

SCHEDULE 1

[CONTRACTOR'S PROPOSAL OR QUOTE]

INDEX TO THE GENERAL CONDITIONSDOCUMENTS AND RELATED DATAPAGE NO.

Index	1
1.0 Terms and Definitions	3
2.0 Intent of Contract Documents	5
3.0 Drawings and Specifications	5
4.0 Document Conflict	5
5.0 Discrepancies	6
6.0 Shop Drawings	6
7.0 Survey and Permits	6
8.0 Compliance with Laws	6
9.0 Locations	7
10.0 Local Conditions	7

RELATIONS OF CONTRACT PARTIES

11.0 Owners Representative's Status	7
12.0 Arbitration	7
13.0 Inspection of Work	8
14.0 Supervision	8
15.0 Labour and Fair Wages	8
16.0 Lands by Owner	9
17.0 Lands by Contractor	9
18.0 Private Land	9
19.0 Assignment	9
20.0 Suspension of Work	9
21.0 Owner's Right to Terminate Contract	10
22.0 Contractor's Right to Terminate Contract	11
23.0 Separate Contracts	11
24.0 Sub-Contracts	11
25.0 Oral Agreements	11

MATERIALS AND WORKMANSHIP

26.0 Materials by Contractor	12
27.0 Materials by Owner	12
28.0 Materials Storage	12
29.0 Rejected Work and Materials	13
30.0 Owner's Right to Correct Deficiencies	13
31.0 Protection of Work and Property	13
32.0 Character of Workmen	14
33.0 Completion and Final Acceptance	14
34.0 Maintenance Period	15

INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

35.0	Insurance	15
36.0	WorkSafe BC Regulations	16
37.0	Damage to Work	16
38.0	Indemnity	16
39.0	Royalties and Patents	16
40.0	Permits and Regulations	17
41.0	Injury or Damage	17

PROGRESS, COMPLETION OF WORK, AND PAYMENT

42.0	Acceptance of Tender and Notice to Proceed	17
43.0	Failure to Complete on Time	18
44.0	Work Schedule	18
45.0	Changes	18
46.0	Unclassified Work	19
47.0	Claims for Extra Work	19
48.0	Extension of Contract Time	20
49.0	Use of Completed Portions	20
50.0	Breakdown of Contract Amount	21
51.0	Cash Allowances	21
52.0	Payment Certificates	21
53.0	Progress Payments	21
54.0	Deduction for Uncorrected Work	21
55.0	Removal of Liens	22
56.0	Payment Withheld	22
57.0	Final Contract Amount	22

1.0 TERMS AND DEFINITIONS

The following, alphabetically listed terms, wherever used in these General Conditions of Contract, shall have the appropriate meaning as listed under definition. Words importing the singular only also include the plural and vice versa where the context requires. The use of the third personal or impersonal pronouns in the Contract Documents may refer to the same party when used in that sense.

TERM	DEFINITION
ADDENDUM	A written communication from the Owner prior to the end of the Tender Period, amending or clarifying information contained in the Contract Document Tender Package.
APPROVAL [or APPROVED]	Approval [or approved] by the Owners Representative in writing.
CERTIFICATE	A certificate issued by the Owners Representative relevant to the progress of the Contract
COMPLETION DATE	The date by which the Contract is agreed to be completed as stipulated in the Contract Agreement.
CONTRACT DOCUMENTS	The entire set of Documents and Drawings as listed in the Table of Contents, the List of Drawings, and any addenda thereto.
CONTRACTOR	The Contractor named in the Contract Agreement.
CONTRACT SUM	The amount of money stipulated in the Contract Agreement.
OWNERS REPRESENTATIVE	Or any other person(s) designated by the owner
EQUIPMENT	Anything and everything, including equipment operators, used by the Contractor in performance of the work and except materials.
HEREIN, HEREOF	Shall relate to the whole of the Contract Documents [and similar items] and not to any one paragraph alone unless the context specifically requires it.
INSPECTOR	An authorized agent of the Owner.
MATERIAL	Unless otherwise defined, anything and everything other than persons and Contractor's equipment, which is manufactured, processed, or transported to the site, or existing on the site, and incorporated into the completed works.
PLANT	See 'Equipment'.
NOTICE	Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to one officer of the corporation for who it is intended, or if delivered at or sent by registered mail to the last business address known to him who give the notice.

OWNER	The City, Town, Village, Corporation, Company, or Person, named in the Contract Agreement.
OTHER CONTRACTOR	Any person, firm, or corporation employed by or having a contract directly or indirectly with the Owner other than through the Contractor.
ORDER	same as Notice and issued for the purpose of instruction relevant to quality and quantity of work, [Field Order or Change Order].
PROVIDE	Provide and pay for.
SUB-CONTRACTOR	Any person, firm, or corporation having a contract for the execution of a part or parts of the work included in this Contract, and a person, firm, or corporation furnishing material called for in this Contract and worked to a special design according to the drawings or specifications but does not include one who merely furnished material not so worked.
SUBSTANTIAL COMPLETION	<p>A Certificate of Substantial Completion is issued when the following conditions are met:</p> <ul style="list-style-type: none"> (a) Owner receives a written request from the Contractor, (b) The project constructed is in full use without any deficiencies affecting the safety of the general public, (c) Work of a value of at least 97% of the Contract Amount has been satisfactorily completed. (d) The Contractor is not in breach of any term of the Contract Agreement including completion of the Project by the Completion Date.
SUPERINTENDENT	An authorized agent of the Contractor.
SUPPLY	Supply and pay for.
WORK	Unless otherwise defined, the whole of the work and materials, matters, things and labour required to be done, furnished, and performed by the Contractor to complete this Contract.
WORK ORDER	A written order issued by the Owners Representative to the Contractor requiring the Contractor to do work or refrain from doing work associated with the Project, whether covered by the Contract Agreement or not and includes without limitation an order to add or delete work, increase or decrease quantities, make changes necessitated by altered specifications, and, speed up or delay work.

2.0 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor shall furnish all labour, materials, equipment, transportation, quality control, and all else necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the drawings and described in the specifications and schedule of approximate quantities and unit prices, and all reasonably incidental work necessary to complete the project.

The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. The individual parts of the Contract Documents shall be read in conjunction with each other.

Notwithstanding other stated provisions, the work shall not be deemed complete until all equipment and controls are placed in operation by the Contractor and proved to be working satisfactorily.

3.0 DRAWINGS AND SPECIFICATIONS

Except as provided for otherwise a maximum of six [6] copies of the Contract Documents [drawings and specifications] for the execution of the work shall be furnished to the Contractor without charge.

Additional instruction may be issued by the Owners Representative during the progress of the work by means of drawings or otherwise for clarification of the drawings and specifications, or as may be necessary to explain or illustrate changes in the work to be done. One [1] complete set of all drawings shall be maintained at the jobsite and shall be available to the Owners Representative at all times.

4.0 DOCUMENT CONFLICT

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto shall take precedence and govern in the following order:

1. Contract Agreement
2. Tender Forms and Schedule of Approximate Quantities and Unit Prices
3. Certified Cheques, Bank Drafts, Official Orders, Letters of Credit
4. Performance Bonds, Labour and Material Payment Bonds
5. Special Instructions
6. Contract Drawings
7. General Conditions of Contract
8. Section 2 Specifications

Figured dimensions on a drawing take precedence over measurements scaled from the drawing, and large scale drawings take precedence over those of small scale. Supplementary drawings and specifications supersede their antecedents. In case of conflict between figured dimensions on a drawing and the dimensions of a specified product, the dimensions of the specified product shall govern. In case of conflict in materials and methods, the specifications govern.

5.0 DISCREPANCIES

Any discrepancies found between the drawings and specifications or any errors or omissions in the drawings or specifications shall immediately be reported to the Owners Representative who shall promptly correct such error or omission in writing. Any work done after discovery of such discrepancies, errors, or omissions shall be done at the Contractor's risk.

6.0 SHOP DRAWINGS

The Contractor shall furnish to the Owners Representative, at proper times, all shop and setting drawings or diagrams which the Owners Representative may deem necessary in order to clarify the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Owners Representative may require consistent with the Contract, and shall submit sufficient copies of the revised prints to the Owners Representative for review, all but two [2] of which shall be returned to the Contractor when reviewed by the Owners Representative. When submitting such shop and setting drawings, the Contractor shall notify the Owners Representative in writing of changes made therein from the Owner's drawings or specifications. The Owners Representatives review of such drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Owner's drawings or specifications not covered by the Contractors written notification to the Owners Representative. Shop drawings shall clearly identify the objects detailed and shall bear reference to the design drawings and specifications.

7.0 SURVEY AND PERMITS

The Owner will furnish all legal surveys unless specified otherwise. Permits and Licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

8.0 COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owners Representative in writing, and any necessary changes shall be made as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owners Representative, he shall bear all costs arising therefrom.

The Contractor shall make all arrangements with Local Authorities, the Provincial and Federal Ministries, and any affected Public Utilities, for detours, traffic and signals, refuse and waste materials disposal, as required, prior to and during construction of the works.

9.0 LOCATIONS

The intended locations of the works shown on the drawings are approximate unless location dimensions are shown. Unless specified otherwise the Owners Representative will provide co-ordinates for the location of the work together with a geodetic bench mark. The Contractor shall assume responsibility for detail dimensions and elevations measured from these co-ordinates and bench mark.

The Contractor shall carefully preserve bench marks, reference points, and stakes. Where the Contractor disturbs survey markers the Contractor shall be charged with the expense of replacing them and be responsible for any mistakes or delays that may be caused by their destruction, loss, or disturbance.

10.0 LOCAL CONDITIONS

The Contractor shall, by personal inspection [with the consent of the Owner], examination, calculations, or tests, satisfy himself with respect to the local conditions to be encountered and the quantities, quality, and practicability of the work. No verbal agreement or conversations with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

11.0 OWNERS REPRESENTATIVE'S STATUS

The Owner's Representative observes the work in progress. He shall have the authority to act on behalf of the Owner as provided in the Contract Documents or otherwise in writing.

The Owner's Representative will have a general overview of the work but the Contractor shall have complete control of his organization. The Owner's Representative is in the first instance the interpreter of the Contract and the judge of its performance; he shall use his powers under the Contract to enforce its faithful performance by both parties hereto.

12.0 ARBITRATION

The Owners Representative shall in the first instance be the sole arbitrator in the event of any dispute or misunderstanding between the Owner and the Contractor in relation to the provisions of the Contract or to the manner and performance of the whole or any part of the Contract by either of the Parties.

Should either Party not agree with the decision of the Owners Representative in any such dispute the matter shall be submitted to arbitration as provided for in the 'Arbitration Act' of the Province of British Columbia and amendments thereto. Such arbitration shall precede any action at law by either Party to this Agreement.

The Contractor shall not cause a delay of the work because of the pendency of the arbitration proceedings.

13.0 INSPECTION OF WORK

The Owners Representative or his Inspectors will have the right of safe and suitable access, to any part of the works at all times.

If the Contract Documents, Owners Representative instructions, laws, ordinances, or any Public Authority requires any work to be specially tested or approved the Contractor shall give the Owners Representative timely notice of his readiness for such inspection, and if the inspection is by an authority other than the Owners Representative, of the date set for such inspection.

The Owners Representative will arrange for inspection and testing to the extent deemed necessary to confirm that the works being completed meet the specifications contained in the Contract Documents. The results of the testing will be made available to the Contractor within a reasonable time, however, the intent of the testing is not to provide quality control for the Contractor. The Contractor shall implement his own testing and/or quality control program to ensure that the works are being constructed in accordance with the Contract Documents.

The Owners Representative will inspect the work without causing unreasonable delay to the Contractor. Extra payment will not be made to the Contractor for delay occasioned by inspection, and an extension of the completion date will not be allowed for delay resulting therefrom.

On request by the Owners Representative the Contractor shall open for inspection any part of the work that has been covered up prior to inspection or in contravention of the Owners Representatives instructions. The cost of uncovering and recovering the work shall be borne by the Contractor.

The acceptance, or the lack of comment on the part of the Owners Representative, of methods of construction employed by the Contractor shall not relieve the Contractor of his responsibility for any errors therein, and shall not be regarded as an acceptance of responsibility for the work done by the Contractor.

14.0 SUPERVISION

The Contractor shall keep on the project at all times during its progress a competent Superintendent who is acceptable to the Owners Representative. The Superintendent shall represent the Contractor and directions given to the Superintendent shall be held as given to the Contractor. The Superintendent shall give competent and efficient supervision to the work until its completion.

15.0 LABOUR AND FAIR WAGES

The Contractor shall employ Canadian Labour to the fullest extent possible and shall ensure that no person will be discriminated against because of race, colour, sex, religion or origin.

Preference shall be give to local residents provided that they are capable and skilled.

Wages and hours of labour employed shall be in accordance with the Federal Fair Wages and Hours of Labour Act and Article 939 [Fair Wages in Contracts] of the Province of British Columbia Municipal Act, RSBC 1979, Chapter 290, with respect to wages and payment of wages, or as may be provided elsewhere in these documents.

16.0 LANDS BY OWNER

The Owner will provide the lands upon which the work is to be performed. Where work is to be performed on lands owned by 'Others' the Owner will obtain the necessary easements or rights-of-way as shown on the drawings or as may be specified elsewhere in the Contract Documents. Access shall be denied the Contractor until easements or rights-of-way are obtained. Delay in furnishing the easements and rights-of-way shall not be considered cause for adjustment to the Contract amount.

17.0 LANDS BY CONTRACTOR

Any lands other than those upon which the work is to be performed which may be required for temporary facilities, storage purposes, disposal of waste and hazardous materials, or access to the work site, other than those provided by the Owner, shall be provided by the Contractor, at the Contractor's own expense, with no liability to the Owner.

18.0 PRIVATE LAND

It shall be the Contractor's responsibility to ascertain the boundaries within which the work must be confined. The Contractor shall not enter upon lands other than those provided by the Owner for any purpose without obtaining prior written permission of the property owners. The Contractor shall not enter upon lands owned by others on which the Owner has easements or rights-of-entry without having received the written authorization of the Owner for such entry. It shall be the Contractor's responsibility to ascertain from the Owner, the conditions on which easements or rights-of-entry have been granted on private lands and to abide by these conditions throughout the course of construction.

19.0 ASSIGNMENT

Neither Party to the Contract shall assign the Contract nor any monies due thereunder nor rights thereto without the written consent of the other.

20.0 SUSPENSION OF WORK

The Owner may at any time suspend the work, or any portion thereof, provided he gives the Contractor five [5] days' notice of suspension. The Contractor shall resume work upon written notice of the Owner within ten [10] days after the date set forth in such notice. The Owner shall reimburse the Contractor for expenses incurred by the Contractor as a result of such suspension of work or portion thereof, but the Contractor shall not recover from the Owner payment for any loss of profits or damages.

21.0 OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner will have the right to terminate the Contract if:

- a) The Contractor at any time becomes bankrupt, makes assignment of his property for the benefit of his creditors, or if a receiver should be appointed, such termination shall be effective upon the Owner giving notice thereof.
- b) If the Contractor should:
 - (I) Fail to commence work within the time specified in the Contract Agreement.
 - (II) Fail to use diligence or to make such progress with the work as, in the opinion of the Owners Representative, is necessary to ensure the completion of the work in the time specified in the Contract Agreement.
 - (III) Fail, in the opinion of the Owners Representative, to supply enough competent workmen, management, and suitable equipment.
 - (IV) Become, in any way, in the opinion of the Owners Representative, unable to carry on the construction of the works.

and should the Contractor fail to remedy such default within one [1] week of notice to do so, the Owner will then have the right to terminate the Contract. This termination shall become effective upon the Owner giving notice thereof.

Upon termination of the Contract, the Owner may:

- a) Take all the work out of the Contractor's hands and employ such means as he may see fit to complete the works. In such cases:
 - (I) The Contractor shall have no claim for any further payment in respect of work performed, but shall be liable for all loss of profits, damage, and expenses which may be suffered by the Owner by reason of such default or delay, or the non-completion by the Contractor of the works.
 - (II) No objection or claim shall be raised or made by the Contractor by reason or on account of the ultimate cost of the works so taken over for any reason being greater than, in the opinion of the Contractor, it should have been.
 - (III) All materials, articles and things whatsoever, and all equipment, and all rights, proprietary or otherwise, licenses, powers and privileges, whether relating to or affecting real estate or personal property, acquired, possessed, or provided by the Contractor for the purpose of the work under the provisions of this Contract shall remain and be property of the Owner for all purposes incidental to the completion of the works and may be used, exercised, and enjoyed by the Owner as fully to all intents and purposes connected with the works as they might therefore have been used, exercised, and enjoyed by the Contractor.
- (b) At his option, sell at public auction, the whole or any portion or number of such materials, articles, things and equipment and retain the proceeds of any such sale and all other amounts then or thereafter due under this Contract to the Contractor on account of or in part satisfaction of any loss of profits, damages, or expenses which may be sustained by reason aforesaid.

22.0 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor shall have the right to terminate the Contract if at any time:

- (a) The work is stopped for three [3] months, under an order of any court, or other public authority through no act or fault of the Contractor or anyone employed by him.
- (b) The Owner fails to pay the Contractor any sum certified by the Owners Representative, or Arbitrator, provided that notice of intention to terminate the contract is given the Owners Representative and Owner after thirty [30] days have elapsed since certification, and payment is not made within one [1] week of receipt of said notice.

In any case, the Contractor may recover from the Owner payment for all work done, and for any reasonable loss of profit or cost of damage.

23.0 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs.

If any of the Contractor's work as specified herein and shown on the drawings depends upon the work of any other Contractor, the Contractor shall inspect and measure the work in place and determine whether anything in such work renders it unsuitable for proper execution of his work. He shall promptly report the results of such inspection and measurement to the Owners Representative if anything in such work renders it unsuitable for proper execution of his work. His failure to inspect and report promptly shall constitute an acceptance of the other Contractor's work and he shall have no claim against the Owner by reason of anything in such work rendered the same unsuitable for proper execution of his work.

24.0 SUB-CONTRACTS

The Sub-Contractors named in the Contract Documents, and others as may be approved following execution of the Contract Agreement, shall not be changed nor shall additional Sub-Contractors be employed except with written approval. The Contractor is responsible to the Owner for the acts and omissions of his Sub-Contractors and of their employees, to the same extent that he is responsible for the acts or omissions of persons employed by himself. Nothing in the Contract Documents shall create any contractual relations between any Sub-Contractor and the Owner. The Contractor shall bind every Sub-Contractor by the terms of the Contract Agreement.

25.0 ORAL AGREEMENTS

No oral instruction, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

26.0 MATERIALS BY THE CONTRACTOR

The Contractor shall supply all materials unless it is expressly stipulated to the contrary. Materials used in the work shall meet the requirements of the specifications, or, where not detailed in the specifications, shall be to the Owners Representative's satisfaction. Unless otherwise specified, all materials shall be new and of a Canadian manufacturer. Unless otherwise stipulated, the Contractor shall provide all water, light, power, and disposal sites, necessary for the execution of the work.

Schedules of piping, fittings, aggregates, reinforcing, or other materials indicating quantity and/or dimension, which are shown on the drawings or in the applicable sections of the specifications, are intended only to assist the Contractor in his quantity takeoff. Quantities and dimensions shown therein are not guaranteed to be accurate and shall be checked by the Contractor prior to placing an order for such materials.

27.0 MATERIALS BY THE OWNER

The Owner will provide only such materials as are specifically listed as being supplied by the Owner.

Materials supplied by the Owner already on the site or other designated location at the time of the Contract execution, and materials delivered following execution of the Contract, shall be examined by the Contractor for quantity and defects, and the Contractor shall sign a statement of materials acceptance specifically listing materials and quantities thereof, and noting all defective material. In so accepting these materials, the Contractor shall assume responsibility noticeable at the time of examination, for their quality.

Unless otherwise specified, the Contractor shall take delivery of materials supplied by the Owner at the point of delivery nearest to the works and shall, at his own cost, pay all demurrage, insurance, standby charges, wharfage, and other unloading and loading costs, and costs of transporting such materials from the point of delivery to the job site. The Contractor shall verify the delivery dates of materials provided by the Owner and shall arrange work schedules to comply therewith.

28.0 MATERIALS STORAGE

The Contractor may use such facilities and areas as designated by the Owner for the storage of material and equipment for the job without charge to the Contractor. Should the Contractor require additional facilities or areas he shall make all the necessary arrangements with the owners or occupants of such facilities or areas and shall pay all rentals and all damages caused by such occupancy and before final payment shall furnish good and sufficient releases by the owners or occupants of such land or premises.

The Contractor shall confine his equipment, the storage of materials, and the operations of his workmen, to limits indicated by law, ordinances, permits or directions of the Owners Representative and shall not unreasonably encumber the premises with his materials, dunnage, or debris. The Contractor shall enforce regulations regarding signs, advertisements, fires, smoking and storage of dangerous or inflammable material.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

29.0 REJECTED WORK AND MATERIALS

All materials which do not conform to the requirements of the Contract Documents, are not approved by the Owners Representative, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, will be rejected. Any defective work, which shall include materials, whatever the cause thereof, and without limiting the generality of the foregoing, whatever the result of poor workmanship or use of defective materials, shall be removed within ten [10] days after written notice is given by the Owners Representative, and the work shall be re-executed by the Contractor. The fact that Engineer may have previously overlooked such defective work shall not constitute an acceptance. The removal of work and the re-execution thereof shall be at the expense of the Contractor, and he shall pay the cost of replacing the work which shall include materials of other Contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement with acceptable work.

If, in the opinion of the Owners Representative, it is not expedient to re-execute defective work, the Owner may deduct, from the Contract Amount, the difference in value between the work as done and that called for by the Contract, the amount which shall be determined by the Owners Representative.

30.0 OWNER'S RIGHT TO CORRECT DEFICIENCIES

Should the Contractor fail to perform the work in accordance with the Contract Documents, the Owner may, after ten [10] days' written notice to the Contractor, or without notice if an emergency or danger to the work or public exists, without prejudice to any other remedy he may have, correct such deficiencies. The cost of such work shall be paid by the Contractor.

31.0 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss. He shall provide and maintain all passageways, guard fences, lights, flag persons, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instruction or authorization from the Owners Representative, shall act, at his discretion, to prevent such threatened loss or injury. Liability for payment or compensation and the amount thereof shall be determined by agreement or arbitration.

32.0 CHARACTER OF WORKMEN

All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foremen or workman employed by the Contractor or Sub-Contractor who, in the opinion of the Owners Representative, does not perform his work in a skilful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owners Representative, be discharged immediately and shall not be employed again in any portion of the work without the written approval of the Owners Representative. The Contractor shall enforce good order and discipline at all times.

33.0 COMPLETION AND FINAL ACCEPTANCE

On completion of construction, all portions of the work shall be gone over carefully by the Contractor who shall satisfy himself that every Item has been completed, that all surplus materials, refuse, dirt, or rubbish have been removed, and that the whole works are in a finished, satisfactory, clean and tidy condition, and ready in all respects for acceptance by the Owner. The Contractor shall then, by writing to the Owners Representative, request that a final inspection of the works be carried out.

The Owners Representative shall then carry out a final inspection. The Contractor shall accompany the Owners Representative if requested by the Owners Representative. The Owners Representative shall upon completion of the inspection issue to the Contractor a 'Deficiency List' noting Items, if any, which are noticed to be non-compliant with the Contract Documents. When the Owners Representative is satisfied that the works have been completed in accordance with the Contract Documents he will issue a Completion Certificate. The Owners Representative may, at his discretion, issue this Certificate and note on it any uncorrected deficiencies.

Prior to the Owners Representative issuing the Completion Certificate the Contractor shall provide the Owners Representative with a written statement that all claims and demands for extra work in connection with the Contract have been presented to the Owners Representative, that Progress Claims to date are agreed to and that any deficiencies noted are acknowledged and will be made good by the Contractor as soon as possible, weather conditions permitting.

On issuance of the Completion Certificate the Maintenance Period shall commence. The Maintenance Period shall extend for the time stipulated in the Contract Documents or as amended by both Parties.

Prior to completion of the Maintenance Period the Contractor shall have made good all deficiencies remaining, in a satisfactory manner, and any defects which have appeared in the work other than those brought on by 'normal wear and tear'. When the Owners Representative is satisfied that all works have been completed in accordance with the Contract Documents and that any defects which have appeared, other than 'normal wear and tear', and any other deficiencies have been made good, he shall recommend release of the Maintenance Period.

Where works are for, or are to be turned over to a Municipality, or other Public Authority, the Owners Representative will request an acknowledgement from the 'Public Authority' that the works are acceptable prior to issuing either a Certificate of Completion or recommendation for release of the Maintenance Period.

34.0 MAINTENANCE PERIOD

The Maintenance Period shall commence on issuance of the Completion Certificate and shall extend for the time stipulated in the Contract Documents or as amended by both Parties. Unless shown otherwise in the Contract Documents, or amended by both Parties, the Maintenance Period shall be for one [1] year.

Where the Contractor fails to make good any deficiencies or defects, other than 'normal wear and tear' which have appeared in the works then the Maintenance Period shall be automatically extended until such time as the deficiencies have been satisfactorily corrected.

Rectification of defects shall normally be carried out in reasonable time, however, in emergencies the defects shall be rectified at once. Should a 'Public Authority' make good a defect and submit a bill to the Owner for the work, the Owner will forward the bill to the Contractor who shall promptly pay the account. The Contractor shall be liable for all costs, including Engineering, for investigation and repair of defective works.

The Contractor shall keep in force the specified insurance for the duration of the Maintenance Period.

35.0 INSURANCE

The Contractor shall maintain and keep in force during the term of the Contract, until the expiration of the Maintenance Period, in an Insurance Company or Companies under policies of insurance acceptable to and approved by the Owner, at least the insurance described in the Schedule of Insurance Requirements. No policy shall be altered in any manner which would affect the interest of the Owner, nor cancelled wither by the Contractor or the Insurer without [30] days prior notice by registered mail to the Owner c/o the Owners Representative. When changes in the Contract are material to the risk the Contractor shall notify the Insurance Companies and the Surety.

Notwithstanding anything contained herein it is understood and agreed that the Owner and/or Owners Representative shall not be liable for any loss or damage to the Contractor's equipment including loss thereof. Each and every policy insuring Contractor's equipment used on the project shall contain the following clause: 'It is agreed that the right to subrogation against the Owner and the Owners Representative and for any of their parent, affiliated or associated companies, is hereby waived'.

The Contractor shall indemnify and save harmless the Owner and/or the Owners Representative from and against all losses and claims, demands, payments, suits, actions, recoveries and judgement of every nature and description brought against him, the Owner and/or the Owners Representative, by reason of any act or omission of the said Contractor, his agents, or employees in the execution of the work.

The Contractor shall provide the Owner from time to time, as may be required, satisfactory proof that such policies are still in force and effect.

36.0 WORKSAFE BC REGULATIONS

The Contractor shall ensure compliance on his part and on the part of all of his Sub-Contractors, with the WorkSafe BC Industrial Health and Safety Regulations.

The Corporation, Partnership or Organization submitting the Tender, and Whose Tender is accepted on behalf of the Owner, shall be the "Principal Contractor".

37.0 DAMAGE TO WORK

The Contractor shall be responsible for all loss and damage whatsoever which may occur on or to the works, completed or otherwise, until such time as the entire works have been completed and the Maintenance Period has expired. When loss or damage occurs, the Contractor shall, on notice from the Owners Representative, immediately put the works into the condition it was immediately prior to such loss or damage, all at the Contractor's expense, except where such loss or damage was caused solely by an act of the Owner.

38.0 INDEMNITY

The Contractor shall indemnify and save harmless the Owner and the Owners Representative from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against him, and or the Owner, by reason of any act or omission of the said Contractor, his agents, or employees in the execution of the work or in the guarding of it.

39.0 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is in infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Owners Representative.

40.0 PERMITS AND REGULATIONS

The Contractor shall, at his own expense, procure all permits, certificates and licenses required by law for the execution of the work and shall comply with all Federal, Provincial, Territorial, and Municipal Laws, regulations and ordinances affecting the execution of the work.

41.0 INJURY OR DAMAGE

The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property and shall comply with the provisions of the WorkSafe Compensation Act of British Columbia. The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect, or default of the contractor, or of his employees, workmen, or agents.

The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the work suitable barricades, fences, signs, signal lights, and flag persons, as are necessary to ensure the safety of the Public and those engaged in the work.

In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without the necessity of authorization from the Owners Representative, shall act in a reasonable manner to prevent loss or injury.

The work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic. Where work is to be carried out on highways or properties other than those of the Owner, the Contractor shall familiarize himself with the requirements of the Owner or Controllers of these highways or properties which pertain to traffic control and safety or which place limitations on the work and shall comply with these requirements.

42.0 ACCEPTANCE OF TENDER AND NOTICE TO PROCEED

Acceptance of Tender and Notice to Proceed shall be by the way of signature of the Owners duly authorized representative in the appropriate place on the Tender Forms. The Contractor shall begin work within seven [7] days of this Notice and shall prosecute the work regularly and uninterruptedly thereafter, unless otherwise directed in writing by the Owners Representative or Owner, in such a manner as to secure completion of the work prior to the Completion Date stated in the Contract Agreement. Time shall be of the essence of the Contract.

43.0 FAILURE TO COMPLETE ON TIME

Should the Contractor fail to complete the work under this Contract within the time specified, the Owner shall be entitled to make deductions from the payments due to the Contractor as liquidated damage to compensate himself for the following:

- (a) Loss of revenue during the extra time required to complete the Contract if the completed project is revenue-producing. This loss shall, where the same is available, be calculated on the basis of approved schedule of rates, rents, tolls, and/or property assessments established by the Owner.
- (b) The cost of Engineering services incurred and the Costs of the Owners Representative, incurred during the extra time required to complete the Contract.
- (c) Any loss of profits, expenses, or damages which are incurred by the Owner as a result of the Contractor's failure to complete the work under this Contract within the time specified.

No bonus will be allowed by the Owner for completion of the works in less time than specified in the Contract Agreement.

44.0 WORK SCHEDULE

The Contractor shall submit, from time to time as the work progresses, revised construction schedules when requested by the Owners Representative. Schedules will normally be required at two week intervals. Should the actual progress of the works be delayed from that shown in the schedule in the Tender, the Owners Representative may request that the works be brought back on schedule. Should the Contractor have caused the delay he shall be responsible for any costs incurred, should the Owner cause the delay, except for Article 16.0 of the General Conditions of Contract, he shall be responsible for any additional costs.

45.0 CHANGES

- (a) The Owner may as the need arises order changes in the work through additions, deletions, modifications or variations without invalidating the Contract and without notice to the Contractor's Surety. The value, if any, of such changes shall be taken into account in ascertaining the amount of the Contract Sum. All such work shall be executed under the conditions of the Contract supplemented where necessary for varying conditions.
- (b) No extra work, or change, shall be made unless in pursuance of a Field Order and no change in the Contract Sum shall be valid without a Change Order.
- (c) The value of any additional work or change shall be determined in the following manner for either an increase or decrease in the work:
 - (i) By unit prices named in the Contract.
 - (ii) As for classified work where unit prices have not been tendered.

46.0 UNCLASSIFIED WORK

Where there is an increase or decrease in the work not covered by the Contract Unit Prices, it shall be known as 'Unclassified Work'.

The value of such work shall be determined as described below:

- (a) By agreement between the Owner and the Contractor, or,
- (b) On the basis of the actual cost to the Contractor for labour, materials, equipment and sub-contractors plus additional mark-up as outlined below:

Labour costs shall include payroll costs such as WCB, UIC, CPP, Holiday Pay, Statutory Holiday Pay, plus ten percent [10%] to cover the use of tolls, office expenses, overhead, superintendent, timekeepers, and profit.

Costs of materials shall be invoice, less trade discount, plus seven percent [7%] for handling.

Equipment rental rates shall be at locally accepted rates, or, in the absence of such rates, at the rates stipulated in the current edition of the Province of British Columbia B.C. Hydro and Power Authority and B.C. Rail Ltd. Equipment Rental Rate Guide. For equipment which has to be brought in for the purpose, transportation will be paid. A piece of equipment shall mean a unit complete including operator, fuel, grease and maintenance and such costs as are normal to an operating unit. Rental shall be paid for actual hours of work only.

When a change order involves work by the Sub-Contractor, the payment for material and services shall be similar to that for the Contractor. The Contractor shall be entitled to a fee of five percent [5%] for general supervision. The multiple mark-up on labour for unclassified work shall not exceed twenty-percent [20%].

The Contractor shall submit to the Owners Representative a statement in triplicate of the man hours, equipment rental hours and materials used. Each copy shall be submitted to the Owners Representative by noon of the following working day.

The Insurance, shall be extended to cover unclassified work.

47.0 CLAIMS FOR EXTRA WORK

If the Contractor claims that any instruction by drawings or otherwise involve extra cost under this Contract, he shall give the Owners Representative written notice thereof immediately, and he shall follow the Owners Representatives instructions regarding proceeding with the work in question. No such claim shall be valid unless so made. If the Contractor's claim is approved the procedure shall be as approved for under Article 47.0 of the General Conditions of Contract.

48.0 EXTENSION OF CONTRACT TIME

The time for completion of work under the Contract may be extended at the discretion of the Owners Representative in the event of one or more of the following:

- (a) Where extra work as herein provided is added to the work under this Contract.
- (b) Where the work is suspended as provided for in Article 20 of the General Conditions of Contract.
- (c) Where the work is delayed on account of conditions which could not have been foreseen or which were beyond the control of the Contractor and which were not the result of the fault or negligence of the Contractor, his agents, or employees, provided, however, rain, wind, flood or other natural phenomena of normal intensity for the area shall not be construed as cause for an extension of time for completion of the work.
- (d) Where delay occurs in the progress of the work as a result of the act or neglect of the Owner or his employees, or by other Contractors employed by the Owner.
- (e) Where delay occurs as a result of an act of Public Authority.
- (f) Where the Owners Representative causes delay in the furnishing of drawings or necessary information.
- (g) Where, in the opinion of the Owners Representative, the Contractor is entitled to an extension of time.

The claim for extension of Contract time shall only be considered when submitted to the Owners Representative in writing within seven [7] days of the occurrence of the delay on which the claim is based, provided, however, that in the case of a continuing cause of delay only one [1] claim shall be necessary. If the granting of an extension of the Contract time is subject to payment to the Owner as provided for in Article 44 of the General Conditions of Contract, the Contractor shall be so informed as the time of being advised of the extension of time. Nothing in Article 42 of the General Conditions of Contract shall be deemed to provide for the reimbursement to the Contractor of expense incurred, loss of profits, or damages.

If a planned taking possession of and use of portions of the work has been stipulated, the Contractor shall have no claim for compensation.

49.0 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the completion of, uncompleted work or causes refinishing of the completed work the Contractor shall be entitled to such compensation as the Owners Representative may determine.

50.0 BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices for the basis for payment under the Contract, the Contractor shall, within ten [10] days of receipt of the Notice to Proceed, submit a complete breakdown of the tendered price showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown by the Owners Representative it shall be used as the basis for calculation of progress payments.

51.0 CASH ALLOWANCES

When called for in the Contract Documents, the Contractor shall include cash allowances in the Contract Sum. Expenditure from these allowances shall be made only upon the written authority of the Owners Representative. The unexpended balance will be deducted from the final Contract Amount.

52.0 PAYMENT CERTIFICATES

The Owners Representative will calculate all progress payments and prepare certificates for payment by the Owner. Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of work completed as determined by the Owners Representative. Where a lump sum price applies, payment shall be calculated on the basis of the Owners Representative's estimated percentage of work completed and the breakdown of the tendered lump sum price submitted by the Contractor as provided hereinbefore.

53.0 PROGRESS PAYMENTS

Ninety percent [90%] of the value of all labour and materials incorporated in the works in accordance with the Contract Documents, including extras and less deductions, up to and including the last day of the proceeding month, less the aggregate of previous payments, shall become due and be payable by the Owner to the Contractor on or before the thirtieth [30th] or last day of each month, except that the final progress payment will be made within thirty [30] days following the issuance by the Owner of the Completion Certificate. The Owner will retain the balance of ten percent [10%] to the value of the work done in compliance with the requirements of the Builders' Lien Act.

The monthly estimates shall not bind the Owner in any manner in the preparation of the final estimate of the work done but shall be construed and held to be approximate only, and shall in no case be taken as an acceptance of the work or as a release of the Contractor from his responsibility therefore.

54.0 DEDUCTION FOR UNCORRECTED WORK

When the Owner deems it necessary to correct work [Item 30], an equitable deduction determined by the Owners Representative from the Contract Amount will be made and incorporated into the monthly progress payments.

55.0 REMOVAL OF LIENS

The Contractor shall forthwith remove at his own expense all affidavits of claim of lien filed against the land and premises on which the work is done or being done and the Contractor shall indemnify and save harmless the Owner from liability arising out of any such affidavit or affidavits of claim or lien.

56.0 PAYMENTS WITHHELD

The Owner may withhold or, on account of subsequent discoveries, nullify the whole or part of any progress payment to the extent necessary to protect himself from loss on account of any of the following:

- (a) That the Contractor is not making satisfactory progress in the opinion of the Owners Representative.
- (b) That defective work is not being remedied.
- (c) That there are lien claims or reasonable evidence of such lien claims, in respect of the work or against land and premises on which the work is done.
- (d) Contractor is failing to make prompt payments to Sub-Contractors or for material or labour.
- (e) That there exist unsatisfactory claims against other Contractors.

When the above grounds are removed, payment will be made for amounts withheld because of them.

57.0 FINAL CONTRACT AMOUNT

Payment of the Final Ten Percent [10%] of the Contract Amount, exclusive of the Holdback Account Amount, shall be made after the following conditions have been met:

- (a) A Statutory Declaration has been filed with the Owners Representative by the Contractor certifying:
 - (i) That all materials, labour and sub-contract claims incurred, directly or indirectly on the account of the works have been duly paid by the Contractor.
 - (ii) That no liens exists against the premises or materials mentioned herein, for work done or materials furnished in respect of anything done under or by virtue of this Agreement.
 - (iii) That the Contractor has filed with the Owners Representative a statement that all claims and demands for extra work or otherwise under or in connection with this Contract have been presented and approved for payment, thus establishing the amount of the Final Contract Amount at \$_____.

(Final Contract Amount)

58.0 FINAL CONTRACT AMOUNT - continued

- (b) A certificate has been filed with the Owners Representative from the WorkSafe BC Compensation certifying that all assessments due by the Contractor have been paid.

The Owners Representative's inspection upon completion of the work and issuance of a Completion Certificate for Final Payment is not acceptance of the work, nor shall these acts by the Owners Representative prejudice any requirements of the Contract nor operate to relieve the Contractor of any of his responsibilities thereunder.



CITY OF SALMON ARM

2026/2027/2028 TRAFFIC LINE MARKING

APPENDIX “A”

TRANSPORT CANADA 5TH EDITION PAVEMENT MARKINGS



Pages from
TP312_5TH_EDITION.

**Kirk Graham
CITY OF SALMON ARM
PO Box 40
500 – 2 Avenue NE
Salmon Arm BC
V1E 4N2**

**Telephone: [250] 803-4087
Email: kgraham@salmonarm.ca**