



ENGINEERING & PUBLIC WORKS DEPARTMENT

**REQUEST FOR PROPOSAL**

**Playground Equipment Design, Supply & Installation for  
SASCU SPORTS FIELD AT LITTLE MOUNTAIN  
PLAYGROUND**

**Closing Location:**

City of Salmon Arm, Public Works Department  
100 – 30 Street SE  
PO Box 40  
Salmon Arm, BC  
V1E 4N2

**Closing date and time:**

Proposals will be received up to:  
***Friday, April 25, 2025 @ 2:00pm***

**Contact Person:**

Darin Gerow, Manager of Roads & Parks  
Phone: (250) 803-4088,  
Email: [dgerow@salmonarm.ca](mailto:dgerow@salmonarm.ca)



## REQUEST FOR PROPOSAL

### Playground Equipment Design, Supply & Installation

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## **A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**

### **1. Definitions**

Throughout this Request for Proposals, the following definitions apply:

- a) “Contract” means the written agreement resulting from this Request for Proposals executed by the City of Salmon Arm and the Contractor;
- b) “Contractor” means the successful Proponent to this Request for Proposals who enters into a written Contract with the City of Salmon Arm;
- c) “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
- d) “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) “City” or “CSA” means the City of Salmon Arm;
- f) “Request for Proposals” or “RFP” means the process described in this document; and
- g) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### **2. Terms and Conditions**

The following terms and conditions will apply to this Request for Proposal. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the terms that follow and that are included in any addenda issued by the City. Provisions in proposals that contradict any of the terms of this Request for Proposal will be as if not written and do not exist.

### **3. Late Proposals**

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Late proposals may not be accepted and will be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not. Proponents are strongly advised to verify receipt of their Proposal by the City prior to the Closing Time.

### **4. Eligibility**

Proposals may not be evaluated if the Proponent’s current or past corporate or other interests may, in the City’s opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact Person listed on the cover prior to submitting a proposal.

## **5. Changes to Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

## **6. Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. Regardless of whether or not the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

## **7. Limitation of Damages**

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## **8. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing date. The accuracy and completeness of proposals shall be the sole responsibility of each proponent and any errors or omissions shall be corrected at the Proponent's expense.

## **9. Firm Pricing**

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

## **10. Currency and Taxes**

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of all fees;
- c) exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent;

## **11. Completeness of Proposal**

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

## **12. Subcontracting**

- a. Using a subcontractor (who should be clearly identified in the proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal. This proponent shall be known as the 'Prime Contractor'
- b. Subcontracting any firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the City Contact Person listed on the cover prior to submitting a proposal.
- c. Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the City.

## **13. Acceptance of Proposals**

This Request for Proposal should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, City or municipal statute, regulation or by-law.

## **14. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **15. Contract**

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City in substantially the terms set out in Appendix "F".

## **16. Liability for Errors**

While the City has used considerable efforts to ensure information in this Request for Proposal is accurate, the information contained in this Request for Proposal is supplied

solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

#### **17.M odification of Terms**

The City reserves the right to modify the terms of this Request for Proposal at any time in its sole discretion. This includes the right to cancel or re-issue this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

#### **18.O wnership of Proposals**

All proposals submitted to the City become the property of the City. They will be received and held in confidence by the City and subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposal.

#### **19.U se of Request for Proposals**

Any portion of this document, or any information supplied by the City in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the City in relation to this Request for Proposal.

## **B. INTRODUCTION**

**SASCU SPORTS FIELD AT LITTLE MOUNTAIN** in the City of Salmon Arm is located at 250 – 30th Street SE, Salmon Arm, BC. The three sports fields are contained in 2.24 hectares of the field with an adjoining field house with dressing rooms and a rentable area upstairs, The area is serviced with a large parking lot on the west side of the field house. The usage of this field is relatively high. Families visit the fields during soccer and football season along with soccer camps in the summer. A daycare is located just south of the facility and they do bring the children over to use the current playground equipment. The City now requires replacement playground equipment to be installed to offer families and children aged 2-12 a safe structure to use. The budget for the supply and install of these works is \$120,000.00.

The City proposes to engage the services of a contractor with relevant experience to design, decommission, removal and disposal of existing structure and supply and install the “playground equipment” (the “work”).

The objective of this Request for Proposal is to provide the City with a qualified proponent capable of carrying out the work for equal to or less than the budgeted amount. Proponents may suggest alternative ideas and equipment to complete the works.

These are key milestone and target dates (subject to change based upon circumstances):

<b>Milestone</b>	<b>Date</b>
RFP Issued	March 28, 2025
Closing Time	April 25, 2025 @ 2:00pm
Award	May, 2025
Completion of Work	October 31, 2025

## **C. GENERAL REQUIREMENTS & SCOPE OF WORK**

### **1. The Work**

#### **SASCU SPORTS FIELD AT LITTLE MOUNTAIN PLAYGROUND**

The work consists generally of the following:

- Decommission, removal and disposal of existing Structure. City may salvage some or all parts.
- Design, supply and installation of a playground structure. Maximum area: 230 m<sup>2</sup>
- Concrete curb and/or fencing already exists along the perimeter and shall be utilized as the full extents.
- Completed surface – Pour-in-Place Rubber
- Appropriate signage. (to include City 'word mark' and address of park)
- All works shall be in accordance to safety and code regulations.

### **2. General Requirements for the work**

- a) The Contractor is responsible to provide all labour, supervision, materials, tools and equipment required for decommission of the existing structures, design, supply, installation and execution of the work.
- b) The contractor is responsible for site security and protection of the public and for installation of fencing and/or barricades as required for duration of construction until final acceptance of the work by the City. The contractor will not expose the public under any circumstances to incomplete work or open trenches or excavation.
- c) The Contractor is the prime contractor of the Work for the purposes of the Workers Compensation Act. A 'Prime Contractor' form will be required at time of award to the successful proponent.
- d) The Work is subject to inspection by the City of Salmon Arm.
- e) Final acceptance of the Work will be by the City when all deficiencies are completed.
- f) All works and materials are to be installed to specifications and standards as described herein and otherwise to industry standards and best practice and to the CAN/CSA-Z614-14 Children's Play spaces & Equipment, the City of Salmon Arm Subdivision and Development Servicing Bylaw No. 4163 and BC Building Code.

- g)** The Contractor is responsible to apply for and receive any building permits and or approvals required for the Work plus payment of all related costs and to fulfill all of permit/approval requirements and to pass required inspections.
- h)** The surrounding Park is to remain open to public during construction unless otherwise approved by the City.
- i)** The Contractor is responsible for all shipping/transportation costs, disposal costs, tipping fees, and engineering fees for any structures requiring engineering.
- j)** Accurate surveying and layout in accordance with Appendix “A” and all costs of the forms survey required as part of the building permit process.
- k)** An amount equal to 10% (before gst) from each invoice will be withheld in compliance with the requirements of the Builder’s Lien Act. The Contractor will clearly identify the holdback on all invoices. The City will release the holdback upon receipt of (1) Statutory Declaration advising that all accounts for labour and materials for the Work have been satisfied and (2) clearance letter from WorkSafeBC.

### **3. Scope Of Work**

The contractor will provide the conceptual sketches, equipment list and product info for a playground structures, complete with a poured-in-place Playground surface for the price as stated in Appendix “E” and shall not exceed the budgeted amount listed above. The works will conform to the selected design while complying with code and safety regulations.

#### **Project Elements**

- Bidders must provide conceptual sketch of playground with RFP submission;
- Construction includes all necessary site preparation including excavation, backfill, and compaction, drainage, supply and installation of equipment and completed surface;
- Poured-in Place Playground Surfacing material in the protective surfacing zone shall have a g-max not exceeding 200 and a HIC not exceeding 1000 when tested for the defined fall.
- The test methods specified in ASTM F1292 or CEN EN 1177 shall be used for testing protective surfacing and shall conform to the latest version as endorsed by CSA Z614:20.
- A minimum of one (1) test for each fall zone location is required to confirm that the rubber surface meets the requirements for safety as defined.
- Testing to ensure compliance with this specification shall be completed within seven (7) days of the installation and the report (including photos of the test



- locations) shall be provided to the Owner’s representative within 48 hours of testing.
- Testing shall be performed in the presence on the owner’s representative and test readings shall be submitted within 48 hours of testing. Owner’s representative shall be notified immediately in the event of failure.
- Failure of the testing may require replacement of the safety surface to meet the above specifications and safety requirements at no cost to the Owner.
- Any installation not tested as set out above may be subject to complete removal and reinstallation at no cost to the Owner.
- Equipment: Innovative alternatives are welcome

### **Design and Construction Considerations**

The contractor must supply at time of submission of RFP conceptual design sketches, minimum of two (2), that comply with the project elements above.

The successful contractor must complete a full set of shop drawings showing the necessary details and must receive final approval from the City of Salmon Arm.

Construction disturbances shall be limited to the site with minimum disturbances to the natural environment. Staging areas to be approved by City prior to construction works. The contractor is responsible for protection of materials.

### **D. PROJECT TIMELINE**

The completion date of the work is October 31, 2025.

### **E. PROPOSAL REQUIREMENTS**

Proposal submissions should include:

1. The proponents name, address, telephone numbers, email and contact person.
2. The completed Comparable Work Experience document (Appendix “B”)
3. The completed key personnel and subcontractors document (Appendix “C”) with names, qualifications, and experience of key personnel to be involved in performing the work and subcontractors that the proponent plans to use to perform the parts of the work.
4. The completed Construction Schedule document (Appendix “D”)
5. Two (2), per location, conceptual designs including all pertinent dimensions of the playground, total covered square footage and description of proposed material.

6. The completed Schedule of Pricing document (Appendix “E”), indicating the “all-in” fixed price for the work. A copy of the Schedule of Pricing shall accompany each proposed conceptual design
7. Confirmation of insurance requirements (Certificate of Insurance)
8. Confirmation of Worksafe BC coverage.

## **F. EVALUATION AND AWARD**

All submissions shall become the property of the City. The City reserves the right to award to any proponent and shall not be bound to select the lowest priced proposal. Preference will be given to complete proposals. The City reserves the right to award components of the Work.

Selection will be made based upon the following criteria, which will include but not be limited to:

Completeness and thoroughness of submission in response to this RFP	20%
Experience with similar projects	20%
Ability to deliver within the specified time frame	10%
Technical ability to carry out requirements	20%
Project costs, schedule and commitment to the project	30%
TOTAL	100%

### **1. Contract Award**

Depending on the Proposals submitted in response to this RFP, a contract will normally be negotiated and executed with the leading Proponent (the “front-runner”) selected in accordance with the Proposal Evaluation Criteria contained in this RFP. The lowest price or any Proposal will not necessarily be accepted.

The City may negotiate the final scope of work with the selected Proponent and, if the parties are not successful, may attempt to negotiate an agreement with its next preferred Proponent. The City reserves the right to reject all proposals and re-issue the RFP, or abandon it altogether.

### **2. Clarification**

Notwithstanding that a presentation/interview process has not been indicated in the Proposal Evaluation Form, at the City’s sole discretion, one or more Proponents may be asked to provide additional clarification respecting their Proposals, or to address areas where the City clarifies its needs. If these clarifications do not meet the City’s satisfaction, the City may, in its sole discretion, decide to reject the Proposal(s).

### **3. Suitability of Proponent**

The Proponent may be interviewed and/or the City may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify information contained in the Proposal and to confirm the suitability of the Proponent. If the Proponent is deemed unsuitable by the City, or if the Proposal is found to contain errors, omissions or misrepresentations of a serious nature, the originally selected Proponent may be rejected and another Proponent selected according to the evaluation format, or the City may choose to terminate the RFP process and not enter into a contract with any of the Proponents. The City may interview key persons to determine if they would be adequate for the proper performance of the proposed contract.

### **4. Disqualification**

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the City is not material, the City may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made at the sole discretion of the City.

## **G. AUTHORIZED REPRESENTATIVES**

The authorized representative for this RFP is the City of Salmon Arm Manger of Roads & Parks, Darin Gerow. Proponents should address all correspondence to said representative

## **H. PROPONENT'S CLARIFICATION AND ADDENDA**

The Proponent must review the entire RFP prior to submitting a Proposal. Any requests for clarification of issues related to the RFP must be transmitted in writing to the Authorized City Representative. Unless otherwise expressly permitted by the City Representative in writing, requests for clarification of the subject matter of this RFP must be transmitted in writing to the City no later than three (3) days before the Closing Time.

The City Representative will distribute copies of all RFP clarification requests and the corresponding responses to such requests to all known Proponents. By submitting a Proposal, the Proponent indicates acceptance of the entire RFP and waives any further right to rectify, clarify, or qualify any aspect of the RFP. Written Addenda are the only means of changing, amending, or correcting this RFP prior to the Closing Date. The City Representative may change, amend or correct this RFP by issuing an Addendum to each known Proponent. No employee or agent of the City other than the City Representative is authorized to change, amend, or correct the RFP, or issue any Addenda. Information pertaining to this RFP that is offered by or obtained from sources other than the City Representative, is not official, may not be accurate, and must not be relied on in any way by any Proponent for any purpose associated with this RFP.

## **I. CONTRACT**

The Contractor will enter into a Contract within Appendix “F” with the City upon the information contained in this RFP and the Contractor’s submission and the City’s supplementary conditions.

## **J. INSURANCE**

The Contractor shall ensure compliance on his part and on the part of all their Sub-Contractors with the regulations of the Workers' Compensation Act in accordance with the legal requirements for the Province of British Columbia.

Contractors Comprehensive General Liability Insurance shall be in a format that provides the Owner, and the Engineering consultant to be named as “an additional insured”, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof.

The Contractors All Risk Property Insurance shall be in the joint names of the Contractor and the Owner insuring not less than the sum of the Contract Price and the full value, as stated in the Special Instructions, of products that are specified to be provided by the Owner for incorporation into the work.

Contractors Non-Owned Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000.00) inclusive per occurrence for bodily injury, death and damage to property.

Contractors Owned Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000.00) inclusive per occurrence for bodily injury, death and damage to property.

Contractors Equipment Insurance All Risks Insurance shall be in a form acceptable to the Owner and shall not allow subornation claims by the Insurer against the Owner.

The Contractor shall pay all Insurance Deductibles at his own expense.

## **PROOF OF INSURANCE**

The Insurance required by the Contractor under this Contract shall be in effect PRIOR TO THE COMMENCEMENT OF WORK. The Contractor shall provide the Owner with proof of insurance prior to signing the Contract Agreement.

Where the Contractor fails to provide or maintain insurance as required hereunder or elsewhere in the Contract Documents, the Owner shall have the right to provide and maintain such insurance and give evidence of such insurance to the Contractor and the Owners Representative. The costs thereof shall be payable by the Contractor, to the Owner, on demand, or, the Owner may deduct the costs thereof from monies which are due, or may become due, to the Contractor.

## **K. PAYMENT**

The Contractor will submit monthly invoices for works performed in the previous month showing the actual hours of effort applied under each stage. A progress report must accompany each invoice. Such other supporting vouchers as may reasonably be required by the City shall accompany

invoices. The City shall pay such invoices in full within thirty (30) days of receipt. If there is a dispute over any item or items in such invoice, the City shall pay in full the undisputed amount of the invoice within the time set out above.

No overhead administration costs shall be added to disbursements.

#### **L. CLOSING TIME FOR SUBMISSIONS**

Proposal should be submitted to:

**City of Salmon Arm – Public Works**  
**PO Box 40, 100 – 30 Street SE**  
**Salmon Arm, BC**  
**V1E 4N2**

**Attention: Darin Gerow, Manager of Roads & Parks**

**No later than 2:00 p.m., Friday April 25, 2025**

Proposals shall have the project name clearly marked on the outside of the envelope.

**Email submissions will be accepted.**

All questions on the proposal should be addressed to Darin Gerow at (250) 803-4088 or [dgerow@salmonarm.ca](mailto:dgerow@salmonarm.ca)

# **REQUEST FOR PROPOSAL**

**SASCU SPORTS FIELD AT LITTLE MOUNTAIN – Playground  
Equipment Design, Supply & Installation**

**APPENDIX “A” – Site Plan & Existing Photos**

Site plan & Photos are attached



1:1,500

Site location



**Legend**

- Parcels
- Strata Lots

**Orthos 2023 - 10cm**

**RGB**

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1:250

Site location



**Legend**

-  Parcels
-  Strata Lots

**Orthos 2023 - 10cm**

**RGB**

-  Red: Band\_1
-  Green: Band\_2
-  Blue: Band\_3









# REQUEST FOR PROPOSAL

## SASCU SPORTSFIELD AT LITTLE MOUNTAIN – Playground Equipment Design, Supply & Installation

### APPENDIX “C” – Key Personnel and Subcontractors

#### Key Personnel

Name	Position/Title and area of responsibility	Qualifications or experience

#### Subcontractors

Description of parts of the work to be subcontracted	Name of subcontractor to be used

# REQUEST FOR PROPOSAL

## **SASCU SPORTSFIELD AT LITTLE MOUNTAIN Playground Equipment Design, Supply & Installation**

### **APPENDIX “D” – Preliminary Construction Schedule**

<b>Milestone/Activity</b>	<b>Proposed Completion</b>
Award of Project	Approximately May 2025
Completion of shop drawings	
Supply & Install equipment and surface for <b>SASCU Sports Field at Little Mountain Playground</b>	
Completion of work	

# **REQUEST FOR PROPOSAL**

## **SASCU Sports Field at Little Mountain Park – Playground Equipment Design, Supply & Installation**

### **APPENDIX “E” – Schedule of Pricing**

#### **SASCU Sports Field at Little Mountain**

##### **OPTION A**

All inclusive fixed price for the design, engineering, supply and installation of the playground is:

\$ \_\_\_\_\_

Exclusive of all applicable tax.

##### **OPTION B**

All inclusive fixed price for the design, engineering, supply and installation of the playground is:

\$ \_\_\_\_\_

Exclusive of all applicable tax.

# **REQUEST FOR PROPOSAL**

**SASCU Sports Field at Little Mountain Park – Playground  
Equipment Design, Supply & Installation**

## **APPENDIX “F” – Contract**

Contract attached

This Agreement made this    day of:

BETWEEN:

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

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

AND

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

WHEREAS the Corporation has accepted the Quote dated                      from the Contractor for the full SASCU Sports Field at Little Mountain

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 fulfilled by **October 31, 2025**
2. The "Contractor" hereby agrees to furnish all of the materials, (except as otherwise specified to be supplied by City), and all of the equipment and labour necessary to complete the work as described on Schedule 1 Request for Quote Documents, attached hereto and forming part of this Agreement.
3. The "Contractor" hereby agrees to abide by all terms and conditions contained within the Quote as described on Schedule 1.
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. 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) Failure of the Contractor to negotiate in good faith as it applies to Article 4 herein with before stated.
  - (d) 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.

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

For Contractor

Signed, sealed and delivered in  
the presence of:

---

Corporate Officer

---

# **SCHEDULE 1**

Request for Quote Package - Contractor Quote