

**CITY OF CRANBROOK**

**INVITATION TO TENDER  
Roadway Line Painting Services (2018 – 2020)**

The City of Cranbrook is inviting Tenders for roadway line painting services for the years 2018 – 2020.

Tender Documents will be available from City Hall at 40 – 10<sup>th</sup> Avenue South Cranbrook BC. The documents are also available on BCBid and on the City's web site under "Business – Tenders".

Sealed Tenders, labeled with Tenderer's name, project name and Owner's name must be submitted by **2:30:00 pm, local time, Friday, September 22, 2017 to:**

Attention: Melissa Smith, Financial Services Manager  
City of Cranbrook  
40 10<sup>th</sup> Avenue South  
Cranbrook, BC  
V1C 2M8

Late submissions will be rejected.

The City reserves the right to accept or reject any or all tenders submitted.

**CITY OF CRANBROOK**

Invitation to Tender

**Roadway Line Painting Services (2018 – 2020)**

**Tender No.: CRA2017-T-006**

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**Issue Date:**

**Friday, September 8, 2017**

**Closing Date:**

**Friday, September 22, 2017 by 2:30 PM  
local time**

**Closing Location:**

**City Hall**

**Attention: Melissa Smith, Financial Services Manager  
40 - 10th Avenue S, Cranbrook, BC V1C 2M8**

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**INVITATION TO TENDER**

**Roadway Line Painting Services (2018 – 2020)**

**TENDER NO. CRA2017-T-006**

Sealed Tenders marked “**TENDER NO. CRA2017-T-006 Roadway Line Painting Services**” will be received at the office of the Financial Services Manager – 40 – 10<sup>th</sup> Avenue South, Cranbrook, BC V1C 2M8, up to and including 2:30 p.m., local time, Friday, September 22, 2017, for the following work:

**ROADWAY LINE PAINTING SERVICES**

Tender documents are available from:

The Corporation of the City of Cranbrook  
40 – 10<sup>th</sup> Avenue South  
Cranbrook, BC  
Contact: Financial Services Manager  
Phone: 250-489-0265

Also available at:

BC Bid or the City of Cranbrook web site [www.cranbrook.ca](http://www.cranbrook.ca).

There will be no public opening.

Melissa Smith, CPA, CA  
Financial Services Manager

**THE CORPORATION OF THE CITY OF CRANBROOK**

**INSTRUCTIONS TO BIDDERS**

**TENDER NO. CRA2017-T-006**

**1.0 TENDER ADMISSION & GENERAL CONDITIONS**

**1.1 Definition**

Throughout this document “Owner”, “City”, “The City”, “City of Cranbrook” shall mean **The Corporation of the City of Cranbrook**.

**1.2 Submission of Tender**

The Sealed Tender envelope shall be addressed to:

The Corporation of the City of Cranbrook  
40 – 10<sup>th</sup> Avenue South  
Cranbrook, BC V1C 2M8  
Attention: Financial Services Manager

and shall be clearly marked:

**TENDER NO. CRA2016-T-005 Roadway Line Painting Services**

Submission of tenders to the City via direct facsimile or email is not acceptable and all tenders must be submitted in a sealed envelope, clearly marked with the tender number and project title.

Must be included with Tender Package:

- Completed specification sheets; and
- Form of Tender

One complete original and one complete copy of the Tender should be submitted.

**1.3 Closing Date and Time**

Tenders will be received up to 2:30 p.m., local time, Friday, September 22, 2017. Tenders received after the closing time will be returned unopened.

#### **1.4 Acceptability of Tender**

Notwithstanding any other provision in the Tender Documents or any practice or custom in the industry, the City, in its sole discretion, shall have the unfettered right to:

- a) Accept a Tender which is not the lowest Tender;
- b) Reject a Tender even if it is the only Tender received by the Owner;
- c) Accept all or any part of a Tender;
- d) Award all or a portion of the Work to any Tenderer;
- e) Accept any Tender;
- f) Reject any Tender;
- g) Reject all Tenders;
- h) To waive any informality in the bids;
- i) To accept the bid, or any portion, that is in the best interest of the City; and
- j) In reviewing any bids received to consider not just price, but to also take into account previous experience in the Cranbrook area and any other factors in the Tender that the Municipality determines will provide the best overall value to the Owner.

An acceptance mailed to the Successful Bidder within the time for acceptance specified in the Tender results in a binding contract without further action by either party.

Tenders that are unsigned, incomplete, illegible, unbalanced, and obscure or contain other irregularities may be rejected as informal.

The Form of Tender must contain the Tenderer's business or home address and legal status must be disclosed. The Form of Tender must be signed by a duly authorized official.

The Tender shall be open for acceptance for a period of sixty (60) days from the date of closing of this Tender.

If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole discretion of the City is not material, the City may waive the defect and accept the Tender.

Tenders which contain qualifying conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified, or rejected. The Owner may, however, in its sole discretion, reject or retain for its consideration Tenders, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in these Instructions to Bidders.

#### **1.5 Bid Pricing**

Unless otherwise specified herein by the City of Cranbrook, all prices quoted are to be net prices in Canadian funds including Canadian Customs duties, and are to be F.O.B. including delivery charges to the destination as indicated.

The City reserves the right to terminate this contract based on unacceptable price increases during the contract period.

## **1.6 Contract Services Agreement**

Upon award, the Tenderer and the City will enter into a Contract Services Agreement.

## **1.7 Indemnity**

Notwithstanding the providing of insurance coverage by the Bidder, the Bidder hereby agrees to indemnify and save harmless the City, its officers, agents, servants and employees and each of them from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the negligent activities of the Bidder, its servants, agents, and sub-contractors, in providing the services and performing the work of this Contract, excepting always liability arising solely out of the negligent act or omission of the City.

## **1.8 Withdrawal**

Tenders may be withdrawn by written notice only, provided such notice is received by the Financial Services Manager prior to the time set for the opening of tenders. Upon closing time, all tenders become irrevocable. By submission of a Tender, the Bidder agrees that should they be successful, that Bidder will enter into a contract with the City of Cranbrook.

## **1.9 Amendments of Tenders**

A Tenderer may amend or revoke a Tender by giving written notice, delivered by hand, mail or fax to:

The Corporation of the City of Cranbrook  
40 – 10<sup>th</sup> Avenue South  
Cranbrook, BC V1C 2M8  
Attention: Financial Services Manager  
Fax: 250-426-4026

An Amendment or Revocation that is received after the Tender Closing Date and Time shall not be considered and shall not affect a Tender as submitted.

An Amendment or Revocation must be signed by an authorized signatory of the Tenderer.

Any Amendment that expressly or by inference discloses the Tenderer's Tender Price or other material element of the Tender such that, in the opinion of the City, the confidentiality of the Tender is breached, will invalidate the entire Tender.

If a Tender Amendment or Revocation is sent by fax, the Tenderer assumes the entire risk that equipment and staff at the receiving office properly received the fax containing the amendment or revocation before the Tender Closing Date and Time. The City shall not be liable to any Tenderer if for any reason a fax is not properly received.

## **1.10 Bid Clarifications**

The Owner in its sole discretion reserves the right to clarify any bid after closing and prior to award.

### **1.11 Liability Insurance**

The Successful Bidder must provide to the City proof of \$2 million General Liability Insurance with the City named as an additional insured party. The City reserves the right to modify the type of insurance coverage and amount of coverage (which may include increasing the amount of coverage) required to be carried by the Bidder.

### **1.12 Changes, Modifications, Termination**

The City reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the City unless in writing and signed by the City's authorized agent.

### **1.13 Trade Agreements**

This Tender has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Agreement on Internal Trade and the New West Partnership Trade Agreement.

### **1.14 Freedom of Information**

The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. All Bidders submitting a Tender are therefore advised that any proposal submitted in response to this Invitation to Tender will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.

### **1.15 Conflict of Interest**

The Bidder shall disclose in its Tender any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any Tender submitted by a Bidder who in the City's determination, has, or if awarded the Tender would have, an actual, perceived or potential conflict of interest.

### **1.16 Permits and Regulations**

The Contractor shall, at his own expense, obtain all permits, certificates and licenses required by law for the construction of the work and shall comply with all Federal, Provincial and City Laws, Regulations and Ordinances affecting the execution of the work.

### **1.17 Site maintenance and Clean Up**

The working area shall be maintained in an orderly manner and shall not be encumbered with equipment, materials or debris.



### **1.18 Conduct of the Contract**

The conduct of the work performed in the contract will be under the direction of the Director of Public Works or his/her representative.

### **1.19 Dismissal of Contractor**

In the event that the Contractor, at any time, fails to comply with the provisions of this contract to the satisfaction of the City, the City immediately shall become empowered to dismiss and discharge the Contractor from any further execution of the contract.

### **1.20 Further Information**

Technical questions regarding this Tender should be directed to:

Derrick Anderson, Director of Public Works  
Phone: (250) 489-0260  
Email: [anderson@cranbrook.ca](mailto:anderson@cranbrook.ca)

Questions regarding submission requirements, timing or similar contractual matters should be directed to:

Melissa Smith, CPA, CA, Financial Services Manager  
Phone: (250) 489-0265 Fax: (250) 426-4026  
Email: [msmith@cranbrook.ca](mailto:msmith@cranbrook.ca)

### **1.21 Fuel Consumption Data**

The Successful Bidder will be required to provide the City with the following fuel consumption data:

- a) The quantity of fuel used to operate vehicles, equipment, and machinery as part of the delivery of the services as described in this Tender;
- b) Data provided to the City shall include the number of vehicles by class and the type of fuel, including the volume (in litres), consumed in each vehicle class used to deliver the services described in this Tender; and
- c) The information shall be provided on an annual basis within thirty (30) days following the completion of the services or thirty (30) days following the end of the calendar year.

## **2.0 SPECIFICATIONS**

### **2.1 Description and Specifications of Work**

#### a) Scope of Work

The Contractor shall provide all things necessary to complete the work including, but not limited to, equipment, material, labour and supervision. All work is to be carried out within the limits of the City.

All centre line work must be done with an acceptable self-propelled unit.

#### b) Materials

All road marking paint and thinners required to complete the work to be supplied by the Contractor.

Traffic marking paint must be listed on the B.C. Ministry of Transportation and Infrastructure recognized products list. Manufacturer's name and paint specifications to be submitted with offer. Traffic line marking paint shall be applied in strict accordance with manufacturer's written specifications.

No latex based paint will be accepted.

The Contractor shall overlay the painted lines with glass beading at a rate of 2.5 kilograms per square meter or as directed by the City.

#### c) Digital Pavement Marking Measuring Instrument

A Digital Pavement Marking Measuring Instrument (DPMMI) such as LineTech Dataline, Epic Solutions, M7 or similar product. The DPMMI is to be mounted to the paint application vehicle that will track the following conditions:

- 1) Date
- 2) Time
- 3) Location
- 4) Road Temperature
- 5) Air Temperature
- 6) Paint Temperature
- 7) Paint Application Thickness (l/KM)
- 8) Glass Bead Application rate (Kgs/L)
- 9) Speed of Vehicle

A copy of the report is to be submitted with each invoice.

d) Standards and Procedures

(i) Layout

In most cases the painting will be over existing road markings and no layout will be required. On newly paved streets and where old markings have been erased, the layout will be done by the City in advance of the painting program or by the Contractor for the unit costs as shown in this offer.

(ii) Street Sweeping

Street sweeping and cleaning will be done by the City in advance of the line painting program. The Contractor will hand sweep areas as required.

(iii) Workmanship

All work must be done in a manner and to a standard acceptable to the Director of Public Works or his/her delegated representative. If not acceptable to the City, the work will be redone at no cost to the City.

No painting shall be done during inclement weather or when drying time may be delayed due to temperature.

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

Paint must be applied to meet B.C. Ministry of Transportation and Infrastructure specifications (minimum. 16 mil. wet, drying to a minimum of 12 mil.)

There shall be no overspray in the line width.

The Contractor shall be responsible to find a site for cleaning out the equipment and disposing of waste materials.

All paint shall be one coat application at a maximum of 10% thinning fluid.

All surfaces shall be clean, dry and free of loose surface material prior to application to ensure a positive bonding of the new paint.

Copies of all Valid Traffic Control Certificates to be included with the Tender.

e) Construction Time Tables

- (i) It is intended to have streets swept and prepared for painting. To have this work completed, the Contractor must give the City 72 hours notice prior to the commencement date.
- (ii) Time is of the essence in this contract. The Contractor shall, upon commencement of work, remain on site until all works are completed.
- (iii) All work is to be completed no later than June 15th of each year. If the work is not completed by June 15<sup>th</sup> of each year, **an 8% penalty will be applied.**
- (iv) Weather permitting, the Contractor is to commence and complete work as follows:

	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Work will commence on</b>	mm/dd/year	mm/dd/year	mm/dd/year
<b>Work will be complete on</b>	mm/dd/year	mm/dd/year	mm/dd/year

**2.2 Contract Term**

The contract will be for the three (3) year term from 2018 to 2020.

### 2.3 Unit Prices (Canadian Funds)

Quantities shown are an estimated annual requirement based on historical and anticipated usage.  
 The City will not be held responsible for any deviation from these figures. \* **All measurements below are metric.\***

Qty.	Item	2018		2019		2020	
		Price per Unit (\$)	Total Price (\$) (excluding GST)	Price per Unit (\$)	Total Price (\$) (excluding GST)	Price per Unit (\$)	Total Price (\$) (excluding GST)
<b>Center Lining</b>							
2,730 L.M.	Double Solid Yellow	\$	\$	\$	\$	\$	\$
37,668 L.M.	Single Solid Yellow	\$	\$	\$	\$	\$	\$
7,688 L.M.	Single Solid White	\$	\$	\$	\$	\$	\$
8,381 L.M.	Single Skip White	\$	\$	\$	\$	\$	\$
*Glass beading included in above costs.							
<b>Miscellaneous Approximations</b>							
182 L.M.	Cross Hatching – Centre Line - Yellow	\$	\$	\$	\$	\$	\$
226 units	Turn Arrows – Single - White	\$	\$	\$	\$	\$	\$
79 units	Turn Arrows – Double - White	\$	\$	\$	\$	\$	\$
129 units	Stop Bar – Single Lane - White	\$	\$	\$	\$	\$	\$
58 units	Stop Bar – Double Lane – White	\$	\$	\$	\$	\$	\$
49 units	Stop Bar – Triple Lane – White	\$	\$	\$	\$	\$	\$
1,069 units	Crosswalk Zebra Block – White – 3.0m x 0.6m	\$	\$	\$	\$	\$	\$
111 units	Crosswalk Standard – Twin Parallel Lines – White – 0.3m	\$	\$	\$	\$	\$	\$
<b>Total Costs for Line Painting (excluding all taxes)</b>			\$		\$		\$

**2.4 Equipment and Personnel**

List below all equipment, including year and model, which will be used in traffic marking.

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List below site foreman, including their experience, who will be employed for traffic marking.

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**2.5 Contractor Experience**

The following is a list of similar projects successfully completed.

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**2.6 Paint Specifications**

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MOUNTAINS OF OPPORTUNITY  
**CRANBROOK**

**THE CORPORATION OF THE CITY OF CRANBROOK**

**Roadway Line Painting Services (2018 – 2020)**

**TENDER NO. CRA2017-T-006**

**FORM OF TENDER**

**COMPANY NAME:** \_\_\_\_\_  
(Hereinafter called the "Tenderer")

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**CELL NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**AUTHORIZED  
SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE TENDERED:** \_\_\_\_\_

The Tenderer declares that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work. The Tenderer further declares that no member or officer of the Owner is, shall be, or may become directly interested in any portion of the Contract, or in any of the profits to be derived therefrom.

The Tenderer acknowledges having fully read and examined all the Tender Documents (including the Invitation to Tender, and Specifications, and City of Cranbrook Standard Terms and Conditions of Purchase).

Our tendered price as set out in Section 2.3 Unit Prices, and in particular:

2018 Line Painting     \$\_\_\_\_\_

2019 Line Painting     \$\_\_\_\_\_

2020 Line Painting     \$\_\_\_\_\_

is valid for 60 days past date of Tender closing.

**Schedule of Addenda**

The Tenderer states that he has received the following ADDENDA which have been considered and taken into account in determining the Prices proposed in the Form of Tender. The Addenda are issued by or on behalf of the Owner.

ADDENDA	DATE ISSUED	NUMBER OF PAGES

The Tenderer hereby accepts and agrees to these Addenda forming part of the Contract.

Copies of each Addenda received by the Tenderer during the Tender Period with each page, sheet or sketch initialed by the Tenderer shall be attached to this Tender and shall form part of the completed Tender.



**Tender Terms & Conditions**

It is understood and agreed that:

1. The addition to or changing of any words in this Form of Tender or the failure to comply with and complete all items on this Tender Form, or as stipulated in the Invitation to Tender, or Specification Forms may be cause for rejection without consideration of the Tender;
2. The lowest or any Tender will not necessarily be accepted;
3. The Tenderer has no right of claim against the Owner or his representative in any way whatsoever in the event that this or any Tender is not accepted and/or no contract is entered into;
4. The Owner reserves the right to reject any or all Tenders, waive informalities, or accept any tender or part of any Tender as may be deemed to be most favorable in his interests.

Where a Tenderer is a Corporation, the Tender must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation into Contract. A certified copy of a resolution naming the person or persons as authorized to sign the Contract on behalf of the Corporation shall be submitted to the Financial Services Manager if and when requested.

**THE CORPORATION OF THE CITY OF CRANBROOK  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

**Offer and Acceptance:**

The Supplier, by the acceptance of a contract and/or purchase order enters into a binding agreement of purchase and sale with the City of Cranbrook (the "City") for the supply of the goods and services subject to these terms and conditions.

The City's placement of the contract and/or purchase order with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions.

**1. Purchase Orders:**

All purchases of goods and services over \$200 require a purchase order. City staff will provide the Supplier with a purchase order number at the time the order is placed or shortly thereafter. The purchase order authorizes the Supplier to provide only the specified goods and services at the price indicated. In some cases, where there are liability, labour or performance completion issues, the City may require the Supplier to sign a contract.

**2. Required Documentation:**

Failure to meet these requirements may result in the goods and/or invoices being returned at the Supplier's cost.

1. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists, and correspondence.
2. A packing list must be included with each shipment.
3. A separate invoice must be rendered for each order and for each shipment or delivery. Goods and Services Tax (GST) and Provincial Sales Tax (PST) must be shown separately on the invoice.
4. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the purchase order.
5. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
6. The Supplier shall provide all the necessary training and instruction to its personnel, representatives and agents in the storage, handling and use of any product classified as a "Controlled Product" under WHMIS. The Supplier will provide the appropriate labels and material safety data sheets (MSDS) for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Supplier will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations when shipping goods to the City.

**3. Invoices and Payment:**

Invoices shall be sent to:

City of Cranbrook  
Accounts Payable  
40 -10<sup>th</sup> Ave. S.  
Cranbrook, BC V1C 2M8  
[ap@cranbrook.ca](mailto:ap@cranbrook.ca)

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

Payment terms are net thirty (30) days and begin the date the Accounts Payable department receives the invoices.

Unless otherwise stated, funds are payable in Canadian dollars.

Prices are to include all packing, handling, taxes, duties and are otherwise all-inclusive.

**4. Customs:**

For any shipments originating outside of Canada, the Supplier shall attach all required customs documents to the shipment. Payment of duties will be as per the terms of the purchase order/contract. The City's Custom Broker Contact Information: H.H. Smith Ltd., P.O. Box 30, Coutts, AB, T0K 0N0. Phone (403) 344-3822, Fax (403) 344-3027.

**5. Delivery:**

Time is of the essence. The Supplier must immediately advise the City of a shortage or delay of any kind. If delivery of goods and services is not completed by the date required, the City reserves the right to terminate this contract and/or purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

The City shall not be liable for failure to take delivery of the goods and/or services ordered herein due to labour difficulties, acts of God, fortuitous events or other causes of a like or unlike nature reasonably beyond its control. Deliveries not taken during such period may be eliminated from this order at the City's option without liability on its part.

**6. Changes/Modifications/Termination:**

The City reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the City unless in writing and signed by the City's authorized agent.

**7. Inspection**

All goods and services purchased hereunder are subject to inspection and approval upon delivery at the City's place of business. The City reserves the right to reject and refuse acceptance of goods and services which are not in accordance with the City's specifications or not in compliance with the Supplier's warranty (expressed or implied). Goods not accepted will be returned to the Supplier at the Supplier's expense. Payment for any good or service hereunder shall not be deemed an acceptance thereof. In the event the City judges the quality of the article, material or service to be deficient, the City may cancel the order by returning the goods at the Supplier's expense and debiting the Supplier's account with the original purchase cost.

**8. Title:**

The City shall not be deemed to accept the merchandise until the City actually receives, inspects and accepts such merchandise at its place of business. Insofar as the order specifies FOB point, the City shall accept title for the goods at that point only. Materials not sold FOB destination must be prepaid and charged. Transportation charges, other than postage, must be supported by documentation. Materials shipped parcel post must be insured. COD charges will not be accepted.

**9. Risk of Loss:**

Risk of loss or damage of the goods and services provided under this contract and/or purchase order shall not pass to the City until delivery at its place of business.

**10. Holdback:**

For the supply of both materials and services, holdback of payment may be made in accordance with the requirements of the *Builder's Lien Act of BC*.

**11. Shipping containers:**

All packing cases, bales and cartons, etc. in which the articles or materials may be shipped shall become, without charge, the City's property on receipt, unless otherwise stipulated.

## **12. Warranty:**

Without limitation to any additional warranties provided by the Supplier, whether indicated on the face of the purchase order or otherwise provided, the Supplier warrants that:

1. All goods shall be of merchantable quality and free from defects in workmanship and materials;
2. All goods shall strictly conform to applicable samples, specifications and drawings;
3. All goods and services shall be fit for the purpose intended by the City;
4. All goods shall be free and clear of all liens, charges and encumbrances;
5. The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies;
6. The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and
7. The goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified in the contract and/or on the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods or services furnished by the Supplier, or is the goods and services do not conform to the terms and conditions of the contract and/or purchase order, the City may at its option:

1. Require the Supplier to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or
2. The City may replace or correct the defective goods and services and charge the Supplier with all expenses incurred by the City. The Supplier agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

## **13. Assignment:**

No right of interest in this contract and/or purchase order shall be assigned by either party without the written consent of the other, and no delegation of any obligation owed, or of the performance of any obligation by either the City or Supplier shall be made without the written consent of the other party.

## **14. Imports:**

If the Supplier manufactures or purchases any goods involved in this contract, outside of Canada, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.

## **15. Tax and Duties:**

The Supplier agrees that all Canadian Goods and Services Tax (GST) Provincial Sales Tax (PST) and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments reclassifications, remissions or clarifications thereof on tax and/or duty - applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed onto the City. Otherwise said order is based on the specific GST/HST and/or Customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.

## **16. Insurance:**

All Suppliers/Contractors providing services to the City are required at a minimum to carry \$2,000,000 Commercial General Liability Insurance with the City of Cranbrook named as an additional insured party. The City reserves the right to modify the type of insurance coverage and the coverage amount required to be carried by the Supplier/Contractor. Proof of insurance must be provided to the City prior to commencement of work.

## **17. Business License:**

All Suppliers/Contractors conducting business within City limits will have a valid City of Cranbrook business license if required as per City of Cranbrook Business License Bylaw No. 3194 as amended from time to time or replaced. The Canadian Rockies International Airport is considered within City limits.

**18. WCB:**

The Supplier/Contractor shall maintain an account in good standing with WCB and shall, upon City request, provide a letter from WCB so stating, prior to commencement of work. The Supplier/Contractor shall ensure compliance by both itself and its Sub-contractors with the *Worker's Compensation Act* and regulations.

**19. Patents:**

The Supplier undertakes and agrees to defend at Supplier's own expense, all suits, actions or proceedings in which the City or the users of any of the City's merchandise are made defendants for actual or alleged infringement of any US, Canadian or foreign letters patent resulting from the use or sale of the items purchased hereunder, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendants herein.

**20. Gifts, Gratuities, and Staff Discounts:**

The City of Cranbrook has strict standards against City employees accepting gifts, gratuities or staff discounts as a result of their employment with the City. Items of nominal value, such as pens and calendars, used in the course of employment are exempt.

**21. Indemnification:**

The Supplier, by acceptance of the contract and/or purchase order, shall indemnify and hold harmless the City of Cranbrook, its agents, and employees, from and against all loss or expense by reason of the liability imposed by law upon the City of Cranbrook its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.

**22. Conflict of Interest:**

It is the Supplier's sole responsibility to disclose to the City in writing, prior to supplying goods and/or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees.

**23. Compliance with Laws:**

In accepting the contract and/or purchase order, the Supplier represents that it has complied and will continue during the performance of this contract and/or purchase order to comply with the provisions of applicable third party contracts, and all applicable federal, provincial and municipal laws and regulations. The laws of British Columbia govern this agreement.

**24. Freedom of Information:**

The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. All Suppliers are therefore advised that any invoices, quotes, price offers or estimates received by the City will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.

APPENDIX 1  
SAMPLE ROADWAY LINE PAINTING SERVICES CONTRACT

V 2240.65

**AGREEMENT**

**BETWEEN:**            **THE CORPORATION OF THE CITY OF CRANBROOK**  
                                 **40 – 10th Avenue South**  
                                 **Cranbrook, BC**  
                                 **V1C 2M8**

**OF THE FIRST PART**

**AND:**                    **(SUCCESSFUL PROPONENT)**  
                                 **OF THE SECOND PART**

**RE:**                      **ROADWAY LINE PAINTING SERVICES**

**TERM:**                 **January 1, 2018 to December 31, 2020**

APPENDIX 1  
SAMPLE ROADWAY LINE PAINTING SERVICES CONTRACT

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, AD, 2017

**BETWEEN: THE CORPORATION OF THE CITY OF CRANBROOK**  
(hereinafter referred to as "the City")

OF THE FIRST PART

**AND: (SUCCESSFUL PROPONENT)**  
(hereinafter referred to as "the Contractor")

OF THE SECOND PART

**WHEREAS** the City wishes to contract roadway line painting services for the City of Cranbrook, and

**WHEREAS** the Contractor has entered to provide such services and has the necessary resources and expertise required by the City;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. For the purposes of administering this Agreement, the City appoints the Director of Public Works or his/her designate, hereinafter referred to as the "Manager".
2. All necessary supplies and equipment are to be supplied by the Contractor.
3. The Contractor shall, for the full term of this Agreement, provides such services as set out in Schedule 'A' Specifications, attached to and forming part of this Agreement.
4. The City shall pay the Contractor for the provision of services outlined in Section 3. Total fees shall be \$XX, \$XX, and \$XX for 2018, 2019, and 2020 respectively as outlined in Schedule 'B' Summary Form of Proposal, attached to and forming part of this Agreement, in response to the City's Request for Proposals for Roadway Line Painting Services, issued on August 17, 2017.
5. All work is to be completed no later than June 15th of each year. If the work is not completed by June 15<sup>th</sup> of each year, an 8% penalty will be applied.

APPENDIX 1  
SAMPLE ROADWAY LINE PAINTING SERVICES CONTRACT

6. The Contractor shall submit an invoice for services provided and the City shall make payment within thirty (30) days of receipt of the invoice.
7. This Agreement shall remain in effect and in force for a three (3) year period January 1, 2018 to December 31, 2020. This Agreement may be terminated earlier by either party, giving to the other not less than sixty (60) days written notice. Such termination shall not affect those rights of the parties hereto which have occurred prior to the date of the termination and shall not relieve any party from its obligations which have arisen during the term thereof.
8. Should the Contractor fail to perform the duties and obligations of this Agreement, the City, at its sole discretion, may terminate the Agreement by providing the Contractor with one (1) day's notice.
9. This Agreement may be amended by the mutual consent of both parties.
10. For the purposes of this Agreement, the mailing address of the Contractor is:  
  
(SUCCESSFUL PROPONENT)  
  
and the City is:  
  
The Corporation of the City of Cranbrook  
40 –10th Avenue South  
Cranbrook, BC V1C 2M8
11. The Contractor, while performing any services under this Agreement, is an independent contractor and is not an agent of the City.
12. The Contractor acknowledges that it is not an employee of the City and shall not be entitled to any of the rights or benefits afforded to employees of the City.
13. The Contractor acknowledges that it is an employer as defined in the Workers Compensation Act, and that it will, as a condition of the Agreement, follow and be responsible to ensure that Rules and Regulations are adhered to
14. The Contractor agrees that the terms and conditions of this Agreement shall be binding upon the Contractor, its staff, subcontractors and their staff employed by the Contractor; and further, that the Contractor shall abide by all applicable Federal and Provincial labour and equipment statutes.



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SAMPLE ROADWAY LINE PAINTING SERVICES CONTRACT

15. Prior to undertaking any work, the Contractor shall provide the City with its registered Workers' Compensation Board account number and certify that its account is in good standing and that it will remain so for the duration of the Agreement.
16. The Contractor shall ensure compliance on his part and on the part of his staff and/or subcontractors, with the *Workers' Compensation Act* and the *Occupational Health and Safety Regulations*.

In any case, where pursuant to the provisions of the *Workers' Compensation Act*, the Workers' Compensation Board orders the Contractor or one of his staff and/or subcontractors in respect to their operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances or methods directed by order of the Board, or required by the Act or Regulation thereunder, or because the Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the Manager, on twenty four (24) hours written notice to the Contractor, may terminate the Agreement whether or not the work has been completed. Provided the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations, the Manager may arrange for the removal of this danger as a charge to the Contractor.

The Contractor is responsible for any costs, fines or levies as a result of any breach of Workers' Compensation Board Regulations.

17. The Contractor shall be responsible for payment of all costs and benefits payable by or on behalf of its employees, including, but not restricted to, if applicable, holiday pay, sick time allowance, unemployment insurance, Workers' Compensation, Canada Pension or any other pension plan contributions, Health Care Insurance Premiums, Liability Insurance, or Group Life Insurance.
18. The Contractor must provide on an annual basis to the City, Comprehensive Liability Insurance in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence, against bodily injury, death and property damage, including loss thereof, and such policy of insurance shall have a clause inserted therein stating that the City is an additional party insured under the policy.
19. The Contractor shall indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this Agreement. Such indemnification shall survive termination of this Agreement.

APPENDIX 1  
SAMPLE ROADWAY LINE PAINTING SERVICES CONTRACT

The City shall not be liable nor responsible for any bodily or personal injury whatsoever that may be suffered or sustained by the Contractor, its employees, or agents in the performance of this Agreement.

20. No assignment or transfer of any rights or privileges hereunder by the Contractor shall be valid without the prior written consent of the City or its representative.
21. The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. The Contractor is therefore advised that any invoices received by the City will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.
22. It is the Contractor's sole responsibility to disclose to the City in writing, prior to supplying goods or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees.
23. The Contractor shall review City of Cranbrook Purchasing Policy No. 40-501 and, where applicable, shall adhere to the standards outlined in the policy.
24. Where the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
25. Commencing the date of this Agreement, the City will require the Contractor to provide the following Greenhouse Gas Emission Data:
  - a. The quantity of fuel used to operate vehicles, equipment, and machinery as part of the delivery of the services as described in this Agreement.
  - b. Data provided to the City shall include the number of vehicles by class and the type of fuel including the volume (in litres) consumed in each vehicle class used to deliver the services in this Agreement.
  - c. The information shall be provided on an annual basis within thirty (30) days following the completion of the Agreement or thirty (30) days following the end of the calendar year.

APPENDIX 1  
SAMPLE ROADWAY LINE PAINTING SERVICES CONTRACT

**IN WITNESS WHEREOF** the parties hereto have executed this document on the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(SUCCESSFUL PROPONENT)

c/s

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Kim, CAO

City of Cranbrook			
Approved		Date	Sig.
Municipal Clerk	Legal & Form		
Director of Public Works	Content		

SAMPLE