SMITHERS
A Town For All Seasons

VISITOR INFORMATION CENTRE LINTEL REPAIR
Contract #2026-07

GENERAL CONDITIONS

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1. Definitions

For the purpose of this Contract, the following definitions shall apply:

1-1 Owner is the Town of Smithers (the "Town").

1-2 Consultant and Engineer is the Town of Smithers, Director of Development Services

1-3 Changes in the Work are additions, deletions, or other revisions to the work within the general scope of the Contract. (Refer to General Condition 11.)

2. Scope of Work

All work described shall be completed by **December 15, 2026**. The Contractor shall supply all labour, materials, and equipment necessary to complete the work as specified in this Contract. The work must be conducted in a safe, orderly, and professional manner and in accordance with the Scope of Work.

3. Notice of Acceptance

The acceptance of a Quotation will be by a Notice of Acceptance in writing, signed by the Director of Development Services, as the duly authorized representative of the Owner.

4. Contractor's Insurance

4-1 The Contractor shall have in force a Comprehensive General Liability Insurance policy for at least **$2,000,000.00** which **includes the Town of Smithers as Additional Insured**. No Contract shall be awarded until he has furnished proof of such insurance, and this must be done within 14 calendar days of the Notice of Acceptance, or the Owner may award the Contract to another Contractor or undertake the work with his own forces and use the Tender Security to offset any extra costs incurred as a result.

4-2 Each insurance policy shall also contain a clause obliging the insurance company to give the Town thirty (30) days written notice before the policy may be cancelled.

4-3 The Contractor shall supply and maintain continuously General Liability Insurance, from the commencement of work and until 12 months following the date of Substantial Performance of the Work.

5. Indemnification

The Contractor shall indemnify and hold harmless the Owner, his agents, and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of or are attributable to the Contractor's performance of the Contract.

6. Workers' Compensation Board of British Columbia

The attention of the Contractor is drawn to the Regulations issued by the above Board, which must be adhered to.

7. Legislation

The Contractor shall conduct his work in accordance with all relevant legislation.

8. Protection of Work and Property

The Contractor shall be responsible for protecting all his work until Substantial Completion is achieved. The Contractor shall protect the Work and the Owner's property adjacent to the Place of Work from damage and shall be responsible for damage which may arise as a result of his operations under the Contract.

9. Taxes, Licences, and Permits

The Contractor shall pay all taxes due and obtain all licences and permits required to conduct the work unless specifically stated to the contrary in these documents. This includes a valid Business Licence with the Town of Smithers.

10. Start of Work

10-1 Work shall not start until written notice is received from the Consultant.

10-2 The Contractor shall provide written notice of commencement to the Owner at least 24 hours (not including Saturdays, Sundays, or Statutory Holidays) prior to starting work.

10-3 The Work shall be organized to minimize disruption to the public. If the Work has not started within fourteen (14) calendar days of the date of the written notice to proceed and without valid reasons, the Owner may award the contract to the second choice Tenderer.

10-4 The Contract Security may be used towards the extra cost, if any, of the second choice Tender over the first-choice tender.

11. Changes in the Work

11-1 Changes in the Work are additions, deletions, or other revisions to the Work with the general scope of the contract.

11-2 Changes in the Work shall not commence until the Contractor has received the written Change Order signed by the Owner.

11-2 The value of the Work performed in the change, if applicable, must be written on the Change Order and mutually agreed to.

12. Clean-up

The Contractor shall maintain the Work in a safe and tidy condition, free from the accumulation of waste products and debris during course of these works. At the completion of these works the Contractor shall clean the site.

13. Completion

13-1 Unless otherwise specified, completion shall be no later than the date specified in the executed Agreement.

13-2 When the Contractor is of the opinion, he has completed the Work he shall ask the Consultant in writing, to inspect the Work.

13-3 The Consultant will inspect the Work within two (2) working days and either accept it as complete or give the Contractor a list of deficiencies.

13-4 The Contractor shall rectify any deficiencies specified on the list and re-apply to the Consultant for inspection.

13-5 Final inspection is attained when all deficiencies are completed. The Contractor shall then provide the Consultant with a clearance notice from the WCB showing that he has made all required payments up to the end of the last quarter before the date of the inspection in GC 13.5 above.

14. Payment

The Contractor will be paid the full Contract Price along with the release of the Contract Security 55 days after the Consultant has accepted the work as complete upon Final Inspection and General Conditions 13, and 13.6. Payment and release of the Contract Security are also conditional upon the Contractor submitting a Statutory Declaration attesting that he has paid all of his employees, sub-contractors and suppliers associated with the Works under this Contract.

15. Warranty

The Contractor shall be responsible for the proper performance of the Work. Any defects or deficiencies in the Work identified prior to or within twelve months following the final inspection shall be corrected promptly by the Contractor at the Contractor's expense. After that period, the applicable statutory limitation periods shall apply.

Mark Allen, P. Eng.,
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