

**Agreement
Between Owner and Contractor**

THIS AGREEMENT made in duplicate this day of , 2019.

Contract: ARCHIE BROWNING SPORTS CENTRE ROOFING PROJECT

BETWEEN: Corporation of the Township of Esquimalt
 1151 Esquimalt Road
 Victoria, BC V9A 3N6

(the "*Owner*")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "*Contractor*")

The *Owner* and the *Contractor* agree as follows:

ARTICLE 1 THE WORK - START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before _____ subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.

ARTICLE 2 CONTRACT DOCUMENTS

- 2.1 The “*Contract Documents*” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

ARTICLE 3 CONTRACT PRICE

- 3.1 The price for the *Work* (“*Contract Price*”) shall be the sum in Canadian dollars of the following:
- 3.1.1 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
 - 3.1.2 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

ARTICLE 4 PAYMENT

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE 5 RIGHTS AND REMEDIES

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of

any duties, obligations, rights and remedies otherwise imposed or available by law.

- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

ARTICLE 6 NOTICES

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

The Owner:

Corporation of the Township of Esquimalt
1151 Esquimalt Road
Victoria, BC V9A 3N6

ATTENTION: Rick Daykin

The Contractor:

ATTENTION:

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- 6.2.1 immediately upon delivery, if delivered by hand; or
 - 6.2.2 immediately upon transmission if sent and received by fax; or
 - 6.2.3 after 5 Days from date of posting if sent by registered mail.
- 6.3 The Owner or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the

Contract Administrator changes its address for notice then the Owner will give or cause to be given written notice to the Contractor.

ARTICLE 7 GENERAL

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the Owner, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

Corporation of the Township of Esquimalt

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of *Contract Documents*

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with "*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated Vol. II, 2009 (Platinum Edition) and subsequent revisions. All sections of this publication are included in the *Contract Documents*.

- 1 Agreement, including all Schedules;
- 2 Supplementary General Conditions;
- 3 General Conditions*;
- 4 Supplementary Specifications
- 5 Specifications*;
- 6 Executed Form of Tender, including all Appendices;
- 7 *Contract Drawings* listed in Schedule 2 to the Agreement - "*List of Contract Drawings*";
- 8 Instructions to Tenderers - Part I
- 9 Instructions to Tenderers - Part II *
- 10 The following Addenda:

Schedule 2

List of Contract Drawings

TITLE	SHEET NO.	DATE	REVISION DATE	REVISION NO.



Schedule 3

**TOWNSHIP OF ESQUIMALT
CONTRACTOR COORDINATION**

JOB SITE HAZARD IDENTIFICATION - PRIME CONTRACTOR APPOINTED

Date: _____

Contractor: _____ Phone: _____

Contractor Representative (Print Name) _____ Phone: _____

Township of Esquimalt Representative (Print Name) _____

Contractor Safety Representative (Print Name) _____ Phone: _____

Project Description: _____

Address/Area of Project: _____

Date Start _____ End _____

Type of Project

Prime Contractor Appointed - Single Employer Workplace

Prime Contractor Appointed - Multiple Employer

Name of Person Designated to Supervise Workers:

Checklist of Known Hazards:

Hazard	Status	Comments
Asbestos/Lead	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Bio-Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Chemicals	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Danger Trees	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
De-Energization / Lock-out	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Excavations	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Falling Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Fire Hazards	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Overhead Power Lines	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Personal Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Public Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Toxic Process Gases	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Underground Utilities Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Traffic Control	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working Alone or in Isolation	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working at Heights over 3 m	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

Other Items Identified

Specific Recommendations/Special Precautions

Is any additional information or notes attached? If so please describe.

This form is only intended to notify the *Contractor* of the hazards that the Township of Esquimalt is aware of at this site. This form is not intended to instruct the *Contractor* in how to control or eliminate the known hazards identified above. The *Contractor* on site is still responsible for performing a detailed Hazard Identification and Hazard Assessment for the site as per the requirements of WorkSafeBC (WSBC) regulations. The *Contractor* shall at all times comply with all applicable Acts, Regulations, Standards and By-laws.

All safety related Incidents/Accidents required to be reported to WorkSafeBC need to be reported to the Township of Esquimalt *Contract Administrator* immediately.
Contract Administrator - office 250-412-8508 or cell 250-883-9102

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Contractor Acknowledgement of Receipt of This Form

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Schedule 4



TOWNSHIP OF ESQUIMALT CONTRACTOR COORDINATION

CONFIRMATION OF CONTRACTOR RESPONSIBILITIES

This form must be completed and signed before work begins

Date _____

Project Description: _____

Tender Ref #: _____

Please select one of the following and complete the relevant section(s) of this form

- Type A - Prime Contractor Single Employer Workplace**
- Type B - Prime Contractor - Multiple Employer Workplace/Includes Sub-Contractors**
- Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator**

Contractor _____

Contractor Representative _____ Job Title _____

Person Designated Responsible for Coordination of Safety: _____

Contact #: _____

Township of Esquimalt Representative: _____

Job Title _____ Contact # _____

Type A and B - Prime Contractor Appointed - The Contractor

Acknowledges the appointment as Prime Contractor	<input type="checkbox"/> yes <input type="checkbox"/> no
Attends necessary pre-construction safety meetings (documented)	<input type="checkbox"/> yes <input type="checkbox"/> no
Determines the boundaries of the workplace, and ensure that only workers of one employer perform duties with-in those boundaries (Type A only)	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> n/a
Is responsible for identifying and complying with any and all applicable Acts, Regulations, Standards and By-laws. The Contractor shall also understand that the WSBC OH&S Regulation and/or any other applicable Acts or Standards shall be adhered to at all times and supersede any direction from the City and its representatives.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards and By-laws.	<input type="checkbox"/> yes <input type="checkbox"/> no
Accepts that written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no

Will conduct an inspection of the worksite to identify any hazards before starting any work on site.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall communicate all known hazards to any person who may be affected and ensure that appropriate measures are taken to effectively control or eliminate all hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Must submit a Notice of Project to WorkSafeBC (WSBC)and submit a copy to the Township of Esquimalt as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall report any and all injuries or incident required by regulation to WorkSafeBC. The <i>Contractor</i> shall also report these incidents to the Township of Esquimalt <i>Contract Administrator</i> .	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> must be on the Township of Esquimalt approved <i>Contractor</i> list and will submit a copy of their formal Occupational Health and Safety program and site specific safe work procedures where required.	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has provided a current "WSBC Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has appointed a qualified coordinator responsible for project safety and provided the Township of Esquimalt with their name and contact information in writing	<input type="checkbox"/> yes <input type="checkbox"/> no
Type B Only	
The Prime <i>Contractor</i> has identified and provided to the Township of Esquimalt the names of all other employers and or sub- <i>Contractors</i> working on the project	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> has or will notify all sub- <i>Contractors</i> of all know and foreseeable hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> will meet all obligations under the WorkSafeBC Act and Regulations for coordinating a multiple employer workplace.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> shall be responsible for regular inspections and ensuring that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator

Township of Esquimalt Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must

Acknowledge that the Township of Esquimalt is the Prime <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Attend and coordinate pre-construction meetings as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Determine the boundaries of the workplace, and ensure that all <i>Contractors</i> works with-in those boundaries	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that the <i>Contractor</i> and/or the Municipal Qualified Coordinator have conducted an inspection of the worksite to identify any hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Identify and communicate all known hazards the <i>Contractor</i> and ensure that appropriate measures are taken to effectively control or eliminate the hazards to the health and safety of all persons at the worksite	<input type="checkbox"/> yes <input type="checkbox"/> no
Confirm that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Complete the Job Site Hazard Identification Form with the <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Submit a Notice of Project to WorkSafeBC as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Conduct regular inspections and ensure that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> is on the Township of Esquimalt Approved <i>Contractor</i> List	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> has provided a current "Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no

Type C - The *Contractor* Must

Identify and Comply with any and all applicable Acts, Regulations, Standards and By-laws. The <i>Contractor</i> shall also understand that the WorkSafeBC OH and S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.	<input type="checkbox"/> yes <input type="checkbox"/> no
Immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards	<input type="checkbox"/> yes <input type="checkbox"/> no
Provide written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Report any and all injuries or incident required by regulation to WorkSafeBC and to the Township of Esquimalt	<input type="checkbox"/> yes <input type="checkbox"/> no
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Form of Tender – Appendix 1

ARCHIE BROWNING SPORTS CENTRE ROOFING PROJECT

SCHEDULE OF PRICES

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, but shall not include *HST*. *HST* shall be shown separately.)

SECTION A – GENERAL REQUIREMENTS

Form of Tender - Appendix 3

ARCHIE BROWNING SPORTS CENTRE ROOFING PROJECT

EXPERIENCE OF SUPERINTENDENT

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Dates: _____
Project Name: _____
Responsibility: _____

References: _____

Appendix 7: Certificate of Insurance

This does not have to be returned with the tender. It will be completed by the successful bidder.

CERTIFICATION OF INSURANCE

The certificate is issued to: The Township of Esquimalt
 1151 Esquimalt Road.
 Esquimalt, BC V9A 3N6

Insured:

Name:
Address:

Broker:

Name:
Address:

Location and nature of operation or contract to which the Certificate applies:

--

Type of Insurance	Company & Policy Number	Policy Date		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability &/or Umbrella Liability including: <ul style="list-style-type: none"> • Broad Form Products/Completed Operations; • Sudden & Accidental Pollution; • Blanket contractual; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury, Property Damage and additional coverages as required; \$ _____ Primary \$ _____ Excess \$ _____ Umbrella \$ _____ Aggregate \$ _____ Deductible Minimum Liability required; \$5,000,000
Section 2 Automobile Liability	If vehicles are insured by ICBC provide the ICBC form APV-47			Bodily injury and Property Damage \$ _____ Limit Minimum Liability required \$2,000,000 Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any deductible or Reimbursement Clause contained in the policy shall not apply to the Township of Esquimalt and shall be the sole responsibility of the insured named above.
 2. The Township of Esquimalt is named as an Additional Insured.
 3. 30 day's prior written notice of material change and/or cancellation will be given to the Township of Esquimalt
 4. Contractor's Equipment Insurance shall be endorsed waiving all rights of subrogation against the Township of Esquimalt.
 5. Section 1 shall be endorsed to include insurance for demolition; blasting; pile driving; caisson work; removal or weakening of support for building, land or property; and any other work below ground level, if such work is required in the contract.
-

I hereby certify that the Insured's Insurance Program meets or exceeds all of the requirements above.

Name (Print)

Authorized Signature & Broker Stamp

Date

Appendix 8: Statutory Declaration

This statutory declaration form is to accompany any progress payment certificates. The Contractor can contact the Township for a PDF copy.

STATUTORY DECLARATION To ACCOMPANY PROGRESS PAYMENT CERTIFICATE

CONTRACT

(The "Contractor")

Contract No. _____ Dated _____

For the construction of _____
(the "Project")

DECLARATION

_____, OF _____
Name of Declarant and position/title of office held with Contractor City/Town and Province

In the matter of a contract entered into between the Township of Esquimalt (the "Township") and the Contractor I do solemnly declare:

1. That I am an authorized signing officer, partner or sole proprietor of the Contractor named in the contract above, and as such have authority to bind the Contractor;
2. That I have personal knowledge of the matters herein declared;
3. That all subcontractors, workers, and material suppliers who have worked on or supplied labour or materials for the construction of that portion of the Project referred to in Progress Payment Certificate No. _____. Which was issued prior to the Progress Payment Certificate attached hereto, have been duly paid.
4. That all assessments or other amounts owing to the Worker's Compensation Board (WorkSafe BC), have been duly paid;
5. That this declaration is made for the purpose of inducing the Township to make a progress payment to the contractor and I am aware that in making any such progress payment, the Township will be relying on this Declaration; and
6. That I am aware that making a false or fraudulent declaration is a contravention of the Criminal Code of Canada and could carry penalties including fines or imprisonment upon conviction.

Appendix 8: Statutory Declaration

I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Signature of Declarant

WITNESS

Declared before me in

_____ on this _____ of _____ in the year 20_____
City/Town and Province day Month Year

Signature of Commissioner for Oaths, Notary Public, Justice of the Peace, etc.