



# **REQUEST FOR PROPOSALS**

**RFP NO. ENG 19-02**

## **INTERGRATED RESOURCE MANAGEMENT STUDY**

**DATE OF ISSUE: NOVEMBER 21, 2019**

**TABLE OF CONTENTS**

1	INTRODUCTION .....	2
2	BACKGROUND.....	2
3	SCHEDULE .....	3
4	PROPOSAL ENQUIRIES .....	3
5	PROPOSAL REQUIREMENTS .....	3
6	SCOPE OF WORK .....	5
7	AVAILABLE INFORMATION .....	6
8	EVALUATION CRITERIA.....	7
9	GENERAL INSTRUCTIONS FOR THE PROPONENTS.....	7

**APPENDICES**

A: Professional Services Agreement

## 1 INTRODUCTION

The Township of Esquimalt (Township) is inviting qualified consultants to submit proposals for the undertaking of a study of the potential implementation of an Integrated Resource Management (IRM) philosophy for waste streams generated by the Township.

## 2 BACKGROUND

In early 2018, the Capital Regional District Board made the decision not to pursue an IRM philosophy with respect to the various waste streams that are produced in the region. Instead the CRD is looking at treatments that are specific to each waste stream. The waste streams include:

- Solid waste
- Kitchen scraps
- Yard and garden
- Heat from waste water collection mains
- Waste water treatment solids (Bio solids)

The Township has not abandoned the IRM philosophy and wants to examine the potential and possible implementation of an IRM philosophy and the associated infrastructure. Within the Township, a number of waste streams are managed. These streams include: solid waste, kitchen scraps, yard/garden waste, and sanitary collection mains.

The management of the waste streams is as follows:

### **Solid Waste**

- Collection is carried out by the Township utilizing split compartment vehicles (two) at the same time as collection of the kitchen scraps occurs
- Collection is every two weeks
- Material is delivered to the Hartland Landfill by the Township
- Material is deposited and managed at the Hartland Landfill by the CRD

### **Kitchen Scraps**

- Collection is carried out by the Township utilizing split compartment vehicles (two) at the same time as collection of the solid waste occurs
- Collection is every two weeks
- Material is delivered to the Hartland Landfill by the Township
- Material is deposited and managed at the Hartland Landfill by the CRD

### **Yard and Garden**

- A transfer station site is provided by the Township
- Residents are responsible for the delivery of material to the transfer station
- A contractor manages the site for disposal and transfer of materials
- The same contractor processes the collected materials at a second site
- The contractor is responsible for the disposal of the produced compost material

### **Sanitary Collection System**

- Collection is carried out by the Township via a local network
- Flows collected are discharged into the CRD Trunk Mains for transportation to the Waste Water Treatment Plant
- Regional flows are then treated at the Waste Water Treatment Plant by the CRD

The philosophy for the management of these waste streams is based on the composition of the waste stream and how it is treated. At this time the streams are fairly independent of each other. Under the IRM philosophy, the Township is looking at having the handling and treatment of the streams be handled in a unified manner. Council has provided direction that the preferred technology (where applicable to the appropriate waste stream) should be some form of gasification technology.

### **3 SCHEDULE**

The Proposed schedule for this Work is as follows:

- RFP issued on November 21, 2019;
- RFP closes on December 17, 2019;
- Professional Services Contract awarded on or before January 21, 2020;
- It is the Township's expectation that work will progress in an organized and timely manner

### **4 PROPOSAL ENQUIRIES**

All enquiries should be written and directed to:

Jeff Miller, P. Eng.  
Director, Engineering and Public Works  
Email: [jeff.miller@esquimalt.ca](mailto:jeff.miller@esquimalt.ca)  
Telephone: 250-414-7147  
Fax: 250-414-7160

### **5 PROPOSAL REQUIREMENTS**

The Proponent shall provide three proposal copies to the Township; proposals shall be clearly laid out to address the items listed below.

- **Title Page:**
  - Reference the RFP number and title, the firm's address, the name and number of the contact person and the date of the Proposal.
- **Transmittal Letter:**
  - A signed letter briefly stating the Proponent's understanding of the services required, benefits they bring to the Project, the commitment to perform the services as requested and confirmed receipt of all addenda, if applicable.
- **Table of Contents**
- **Section 1 - Executive Summary**

- **Section 2 - Understanding of the Scope of Work:**
  - Develop a narrative demonstrating the Proponent's clear understanding of the objectives and expected deliverables of the Work.
  - Detail any assumptions the Proponent has made preparing the Proposal.
  - Include any other services not identified in the Scope of Work.
  - In the Proposal, the Scope of Work should be segregated into sections that are clearly linked to the tasks laid out in the Request for Proposal.
  
- **Section 3 - Work Plan and Methodology:**
  - The Proposal should be clear and concise with a methodology and corresponding task list that details the steps to: fully understand all issues and concerns, secure adequate data to be used to carry out the various activities required and address how all aspects of the Scope of Work will be carried out.
  
- **Section 4 - Schedule:**
  - Provide a schedule that shows completion of the work based on the work plan and methodology provided.
  
- **Section 5 – Proponents and Staff Qualifications and Roles:**
  - The Proponent shall provide information on key individuals that will be undertaking this Work. This information should highlight how the various individuals will be involved in the Project and their relevant experience.
  - If a sub-consultant/contract is to be utilized, this information should also be supplied.
  
- **Section 6 - References:**
  - Provide a minimum of 3, maximum of 5 selected projects. Information should provide details on past projects the Proponent has completed that are similar to the project and demonstrate the Proponent's suitability.
  - Each reference shall contain the following:
    - Name of the contact person.
    - Position contact person held in the previous project
    - Phone number and email address
    - Project name/description/cost of project
  
- **Section 7 - Cost Estimate:**
  - Provide the expected costs to complete the project.
  - The costs should be broken down by person, hours for each task listed in the methodology as per each Task.
  - Provide an upset level for the project.
  
- **Section 8 - Insurance:**
  - Provide information that details the Proponent's ability to secure insurance that meet the requirements of the Request for Proposal.

## **6 SCOPE OF WORK**

The management of the waste streams will represent a significant investment by the Township in both its operations methodology and the associated infrastructure. This study will look at the development of a business case for the implementation of an IRM philosophy with gasification technology as the primary technology (where applicable).

The business case will look at current operating methodologies and proposed new ones for an IRM philosophy. This business case shall consider the costs of the proposed philosophy verses current methods of management, impact on the environment, obstacles and opportunities for implementation. The scope of work for this project will include several components. A detailed breakdown of the key components will be listed further in this section.

### Section 1 - Background Review

The scope of work of this Section is as follows:

- ❖ Review reports and business cases presented to or commissioned by the CRD that were undertaken during the Liquid Waste Master Plan implementation prior to 2018 for the implementation of IRM and gasification technology
- ❖ Review report supplied by the Township on potential sources of IRM from the Waste Water Treatment Plant
- ❖ Review cost of current operating methodologies and scope of work activities that create these costs
- ❖ Review current volumes created with each waste stream
- ❖ Review CRD bylaw(s) that have an impact on the implementation of IRM philosophy (i.e. CRD Bylaw on latent heat from CRD Trunk Mains)
- ❖ Review current initiatives being carried out by the CRD with respect to solid waste, kitchen scraps, yard and garden waste, heat recovery from waste water and bio solids
- ❖ Review CAIRP reports produced by the Township to understand current green house gas production and reduction goals

### Section 2 – Development of IRM Philosophy

The scope of work of this Section is as follows:

- ❖ Determine if the current volumes of each waste stream will be a viable supply of feed stock for the proposed gasification technology
- ❖ Determine if the current volumes of the remaining waste streams will be viable supply feed stock for alternative technology for recovery/utilization
- ❖ Determine a potential size of treatment facilities
- ❖ Determine potential locations (maximum of five) for treatment facilities
- ❖ Determine the cost for land purchase(s)
- ❖ Determine what the requirements will be for the preparation of the various waste streams for utilization for the proposed gasification technology
- ❖ Determine (for the remaining waste streams) what the requirements will be for the preparation of the various waste stream for utilization for alternative technology for recovery/utilization

- ❖ Provide a potential list of end users that could utilize the various processed waste streams
- ❖ Assist the Township in order to determine the Ministry of Environment's position on the Township's implementation of an IRM philosophy
- ❖ Assist the Township to determine the regulatory requirements that must be met by the Township in order to implement an IRM philosophy
- ❖ Provide a review of how an IRM philosophy will be implemented
  - What are the potential changes to collection methodologies?
  - What is the Impact on the carbon footprint for the Township? (Does it increase or reduce current footprint?)
  - Return on investment
- ❖ Determine what markets exist for the treated waste streams
- ❖ Provide a review and recommendations as to how proposed technologies will be managed along with discussions of the pros and cons of Public/Private ownership of the proposed technology
- ❖ Provide order of magnitude costs for the various components of an IRM philosophy implementation
- ❖ Provide order of magnitude costs for operation and maintenance of an IRM philosophy implementation
- ❖ Review potential grant sources to undertake the IRM philosophy
- ❖ Determine a time line for the completion of various sections of this Project
- ❖ Determine the impact this Project will have on Township's Budgetary Process and schedule

### Section 3 – Discussion

The scope of work of this Section is as follows:

- ❖ Preparing a report that discusses the information learned in Section 1 and 2
- ❖ Preparing an open house presentation to provide information to residents on Section 1 and 2
  - Included in the open house presentation will be a section on recommendations and costs for implementing an IRM philosophy
- ❖ Assist the Township in the gathering of public comments via electronic media/paper responses and an open house to determine the public's concerns, support or non-support for the implementation of an IRM philosophy
- ❖ Prepare a report that summarizes the information learned in Section 1 and 2
  - This report is to include a summary of the information gathered from the public consultation processes
- ❖ Assist the Township in the presentation of the report to Council by providing subject expertise and detailed explanations of the report as required by Council and staff

## **7 AVAILABLE INFORMATION**

The following information is available to the Proponent:

- CRD reports on gasification technology
- Presentations made to the CRD on gasification technology
- Township's report on IRM - WWTP
- Annual operating costs for Township's activities
- Annual tonnage for solid waste, kitchen scraps, yard/garden waste streams from 2014 forward
- Flow volumes for CRD trunk mains
- Flow volumes for Township's collection systems at tie in points to trunk mains
- Cadastral drawing of the Township (AutoCAD)
- CAIRP reports produced by the Township

#### Professional Services Contract

- Standard Contract for Services – Township of Esquimalt

### **8 EVALUATION CRITERIA**

The following criteria outlined below will be utilized in the evaluation of the Proposals.

- Cost of Project – 40 points
- Project Methodology and Task List – 25 points
- Experience and Capacity– 20 points
- Schedule – 10 points
- Past Performance of Proponent– 5 points

### **9 GENERAL INSTRUCTIONS FOR THE PROPONENTS**

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

9.1 The Corporation of The Township of Esquimalt expressly reserves rights to the following:

- 9.1.1 To accept any Proposal;
- 9.1.2 To reject any and/or all irregularities in the Proposal submitted;
- 9.1.3 To reject any and/or all Proposals;
- 9.1.4 To accept a Proposal that is not the lowest cost;
- 9.1.5 To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
- 9.1.6 To work with any Participant whose Proposal, in the opinion of the Management, is in the best interest of The Township;
- 9.1.7 To cancel or re-issue the RFP



- 9.2 All Proposals must be submitted to the Engineering Department, on the 3rd floor of the Municipal Hall. Proposals are to be in one sealed envelope or appropriate packaging, containing THREE (3) copies, addressed to:

**Director of Engineering and Public Works  
Corporation of the Township of Esquimalt  
1229 Esquimalt Road  
Esquimalt, British Columbia  
V9A 3P1**

The name and address of the Proponent must appear on the outside of the packaging, the packaging must display the Request for Proposal title, due date and time.

**December 17, 2019 2:00 P.M. local time**

- 9.3 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 9.4 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.
- 9.5 Telephoned, e-mailed and faxed Proposals will not be accepted.
- 9.6 Modification of a Proposal after RFP closing date will result in the return of the Proposal.
- 9.7 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 9.8 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 9.9 While The Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 9.10 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If The Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 9.11 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.
- 9.12 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

- 9.13 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.
- 9.14 If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.
- 9.15 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.
- 9.16 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.
- 9.17 The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.
- 9.18 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.
- 9.19 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by The Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.
- 9.20 The Proponent shall indemnify and save harmless The Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defence expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.21 The Proponent shall waive all rights or subrogation or recourse against The Township as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.22 The Proponent shall indemnify and pay The Township promptly, on demand for any loss or damage to The Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 9.23 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.
- 9.24 The Proponent must be registered and remain in good standing, throughout the terms of this contract with WorkSafe BC and will be required to provide evidence of same.
- 9.25 INSURANCE

9.25.1 The Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to The Township with an insurer licensed in British Columbia:

9.25.1.1 Comprehensive General Liability Insurance                   \$2,000,000.00

9.25.1.2 Professional Liability   \$1,000,000.00

9.25.2 The Proponent shall provide and maintain Comprehensive General Liability Insurance with a minimum limit of \$2,000,000 and Professional Liability with a minimum limit of \$1,000,000 inclusive per occurrence, for bodily injury, death and property damage. Such policy shall include:

9.25.2.1 The Township and its officers, employees, officials, agents, representatives and volunteers as Additional Insured

9.25.2.2 Cross liability and a waiver of subrogation or recourse against The Township

9.25.2.3 Thirty (30) days prior written notice of cancellation or reduction in coverage in favour of The Township, to be delivered by registered mail to the attention of the Risk Manager at the address of Municipal Hall.

9.25.3 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.

9.25.4 The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.

9.25.5 The Township shall be under no obligation to verify that the coverage outlined in Clause 9.25.2 is adequate for the needs of the Proponent.

9.26 The successful Proponent will enter into a contract in the format as in the attached in Appendix D, including all conditions included in the RFP.

9.27 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

9.28 BEST OFFER

9.28.1 The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.

9.28.2 A contract is formed only when the owner issues a purchase order to the selected Proponent who has submitted the Best Offer.

APPENDIX A  
PROFESSIONAL SERVICES AGREEMENT

## PROFESSIONAL SERVICES AGREEMENT

Dated this of [Click here to enter month](#), 2019

BETWEEN:

### CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road  
Esquimalt, BC V9A 3P1

("The Township")

OF THE FIRST PART

AND:

("Contractor")

OF THE SECOND PART

- A. The Township wishes to retain services of the Contractor, for the [Click here to enter text](#), as specified in the attached Schedule "A".
- B. The Contractor, in order to perform the services as described in the attached Schedule "A", has the skill, training, and technical knowledge expected of a properly qualified and experienced person in a work environment.
- C. The Contractor is willing to provide the services as described in Schedule "A" for the fees as outlined in Schedule "B".

The Parties agree as follows:

### 1.0 AGREEMENT

1.1 Attached hereto and forming part of this Agreement are:

- 1. Schedule A – Services
- 2. Schedule B – Terms of Payment
- 3. Schedule C – Certificates of Insurance
- 4. Schedule D – Prime Contractor

### 2.0 DEFINITIONS

In this Agreement:

- 2.1 "**Fees**" means the fees to be paid by The Township to the Contractor as set in the Terms of Payment, Schedule "B".
- 2.2 "**Services**" means those services to be provided by the Contractor in accordance with Schedule "A".
- 2.3 "**PSAB**" means Public Sector Accounting Board.

### 3.0 **TERM**

- 3.1 This Agreement commences on [Click here to enter text](#), and ends upon completion of the Services to the full satisfaction of The Township, which completion shall not be later than [Click here to enter text](#).

### 4.0 **SERVICES**

- 4.1 The Contractor shall provide the Services described in the attached Schedule "A" entitled [Click here to insert name of project](#). (the "Project").
- 4.2 The Contractor shall comply with all reasonable requirements established by The Township for the performance of the Services, including but not limited to value, security, safety, emergency procedures, and access.
- 4.3 The Contractor shall exercise the degree of care, skill, and diligence normally provided by professional Contractors in the performance of services in respect of projects of a similar nature to those services required under this Agreement.
- 4.4 The Township and the Contractor, by agreement in writing, may from time to time, make changes to the Services by altering, adding to, or deducting from the scope of the Services. The time for completion of the Services shall be adjusted accordingly. All Services shall be executed under the conditions of this Agreement.

### 5.0 **INVOICING**

- 5.1 Invoices are to be addressed to the Financial Services Department, The Township of Esquimalt, 1229 Esquimalt Road Esquimalt B.C., V9A 3P1.
- 5.2 The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- 5.3 **Taxes must be shown separately** on the invoice.
- 5.4 The invoices must conform to The Township's *PSAB* requirements.

### 6.0 **PAYMENT**

- 6.1 The Township agrees to pay the Contractor in accordance with the provisions of Schedule "B".
- 6.2 The Township shall not pay any amount exceeding [Click here to enter text](#), (excluding applicable taxes) in Canadian funds, unless prior written authorization has been obtained by the Contractor from The Township.
- 6.3 Where changes have been made to the Services in accordance with Clause 4.4, The Township and the Contractor may adjust the payment schedules accordingly.

## 7.0 **CONTRACTOR**

- 7.1 The Parties acknowledge that the Contractor is an independent contractor and is not the agent, servant, or employee of The Township. The Contractor shall pay for any required Workers' Compensation coverage for any employee employed by it in the performance of Services under this Agreement and shall be solely responsible to remit any amounts that may be owing to the Government of Canada for GST, Income Taxes, Employment Insurance and Canada Pension Plan contributions.

## 8.0 **SUB-CONTRACTORS**

- 8.1 The Contractor may not hire any Sub-Contractor without the prior approval of The Township. The Township shall be entitled to inquire as to the credentials and qualifications of the Sub-Contractor and satisfy itself that the Sub-Contractor is a suitable party to provide services in connection with this Agreement.
- 8.2 The Contractor shall be responsible for all services under this Agreement even if the Sub-Contractors are approved by The Township.
- 8.3 For Sub-Contractors retained by the Contractor and approved by The Township, the Contractor shall bind the Sub-Contractor to the terms of this Agreement.

## 9.0 **INFORMATION AND PROPRIETARY RIGHTS**

- 9.1 The Township agrees to provide the Contractor with such information as may be reasonably required by the Contractor in the performance of the Services.
- 9.2 Any information collected or generated by the Contractor in the course of the performance of the Agreement is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), as well as all other regulation requirements governing the management of personal information.
- 9.3 The Contractor agrees that all data, information, and material provided to the Contractor by The Township are and shall be confidential, both during and after the term of this Agreement. The Contractor acknowledges that this is a fundamental term of this Agreement and the Contractor and its officers, directors, and employees will not directly or indirectly disclose or use at any time any confidential information acquired in the course of performing this Agreement. All provided data, reports, and material shall be returned to The Township upon termination of the Agreement.
- 9.4 All material prepared or assembled by the Contractor in connection with this Agreement and the Services shall be the property of The Township. This includes all reports, drawings, sketches, designs, plans, specifications, media copy, logos, questionnaires, tapes, computer applications, photographs, and other materials of any type whatsoever. Proprietary software supplied by the Contractor is excluded.
- 9.5 Copyright and all such material shall belong exclusively to The Township and, whenever requested by The Township, the Contractor shall execute any and all applications, assignments, and other instruments which The Township deems necessary in order to apply for and obtain the copyright to any part of the work produced by the Contractor and in order to assign to The Township the sole and exclusive copyright in such work.

## 10.0 LEGAL REQUIREMENTS

10.1 The Contractor shall ensure that the Services comply with all relevant legislation, including codes, bylaws, and regulations, as well as The Township's policies and procedures. Where there are two or more laws, bylaws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

## 11.0 INDEMNITY AND INSURANCE

11.1 The Contractor shall indemnify and save harmless The Township, its officers, agents, and employees against all third party claims, demands, actions, losses, expenses, costs or damages of every nature and kind whatsoever which they may incur or suffer as a result of the negligence of the Contractor or its officers, agents, or employees in the performance of this Agreement.

11.2 The Contractor shall maintain, in full force and effect with insurers licensed in the Province of British Columbia the following insurance:

1. Comprehensive General Liability Insurance in respect to the services and operations of the Contractor for bodily injury and/or property damage with policy limits of not less than \$2,000,000 per occurrence. The Township shall be added as an additional insured.
2. Certificates evidencing the existence of the policies shall be provided to The Township by the Contractor upon request and evidence of renewal shall be provided to The Township not less than thirty (30) days prior to the expiry dates of the policies.
3. The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the required insurance during the term of this Agreement.
4. If The Township wishes, because of its particular circumstances, or otherwise to increase the amount of coverage of the aforementioned insurance policy, or to obtain other special insurance coverage, then the Contractor will cooperate with The Township to obtain increased or special coverage at The Township's expense.

## 12.0 BREACH OF CONTRACT

12.1 Where The Township determines that the performance by the Contractor of the obligations in this Agreement is not in accordance with this Agreement, The Township may require the Contractor by written notice to remedy such deficiency at the Contractor's sole expense and within seven (7) days of the giving of notice.

12.2 If such deficiency is not remedied to the satisfaction of The Township, The Township shall have the right, but shall be under no obligation, to remedy the deficiency to its satisfaction at the sole expense of the Contractor.

12.3 The Contractor shall be liable for all costs incurred by The Township to remedy such deficiency including, but not be limited to, all legal fees and disbursements on a solicitor and own client (full indemnity) basis.

## 13.0 SUSPENSION OF AGREEMENT



- 13.1 The Township may suspend the Contractor's services at any time upon seven (7) days written notice.
- 13.2 The Township shall pay all Fees due to the Contractor accrued to the time of suspension, but payment of all other Fees may at The Township's sole discretion be suspended.
- 13.3 The Township shall not be responsible to pay any fees incurred by the Contractor during the period of any suspension unless the Contractor satisfies The Township, before incurring any such fees, of the necessity for the same and provides The Township with such documentation as may be required by The Township in support of the claim for fees.

**14.0 TERMINATION OF AGREEMENT**

- 14.1 The Township may terminate this Agreement by giving seven (7) days notice in writing, if the Contractor
  - 1. fails to fully complete the Services within the time limited by the Agreement, or
  - 2. fails to complete the Services to the satisfaction of The Township, or
  - 3. becomes insolvent, or
  - 4. commits an act of bankruptcy, or
  - 5. abandons the Project, or
  - 6. assigns the Agreement without the required written consent, or
  - 7. has any conflict of interest that may, in the opinion of The Township, have an adverse effect on the Project.
- 14.2 The Township may terminate this Agreement upon seven (7) days written notice to the Contractor if funds are not available for completion of the Services or if The Township abandons the Contract.
- 14.3 The Township shall, in the event of termination of this Agreement, pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, as well as all reasonable fees incurred up to the date of termination. The Township shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or any other losses suffered, either directly or indirectly, by the Contractor as a result of the termination of this Agreement.
- 14.4 The Contractor may terminate this Agreement upon seven (7) days written notice to The Township if any invoice payable by The Township to the Contractor for services in accordance with the terms of this Agreement remains unpaid for a period in excess of sixty (60) days upon receipt.
- 14.5 The Contractor agrees that termination or suspension of this Agreement or a change to the Services to be provided under this Agreement in accordance with clause 4.4 does not relieve or discharge the Contractor from any obligation under the Agreement or imposed upon it by law with respect to the Services or any portion of Services that it has completed.

## 15.0 TERMINATION FOR CONVENIENCE

15.1 The Township may terminate this Agreement at any time upon thirty (30) days written notice to the Contractor, whereupon The Township shall be liable for any Contractor's fees and expenses for satisfactorily completed work up to the date of termination and not thereafter.

## 16.0 DISPUTE RESOLUTION

16.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach may, upon the agreement of both parties, be referred to either:

1. Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties;

or

2. Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Commercial Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the choice shall be referred to the British Columbia Supreme Court for decision. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Commercial Arbitration Act* of British Columbia.

## 17.0 FORCE MAJEURE

17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental actions, act of public authority, Act of God, or to any other cause beyond its control except labour disruptions.

17.2 In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

17.3 Should force majeure event last longer than thirty (30) days either party may terminate this Agreement by notice in writing without further liability, expense or cost of any kind.

## 18.0 NOTICES

18.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by mail, fax or email, addressed as follows:

The Corporation of the Township of Esquimalt  
Attention: Jeff Miller  
1229 Esquimalt Road  
Esquimalt BC V9A 3P1  
Phone: (250) 414-7147 Fax: (250) 414-7160  
Email: jeff.miller@esquimalt.ca

To the Contractor at:

- 18.2 Such notice shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed, or the day following the day the notice is sent by fax or email.
- 18.3 Either party may, at any time, give notice in writing to the other of any change of address or other contact information.

**GENERAL**

**19.0 ASSIGNMENT**

- 19.1 The Contractor shall not, without the prior written consent of The Township, which consent may be withheld at the discretion of the Township, assign the benefit or in any way transfer the obligations of this Agreement.

**20.0 TIME OF ESSENCE**

- 20.1 The Services must be provided within the time limits as herein specified.

**21.0 GOVERNING LAW**

- 21.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of British Columbia. The Courts of British Columbia shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

**22.0 PURCHASE ORDER**

- 22.1 Purchase Order does not supersede and take precedence over the terms and conditions in this Agreement.

**23.0 SEVERABILITY**

- 23.1 Should any term or portion of this Agreement be found to be invalid or unenforceable the remainder shall continue to be valid and enforceable.

**24.0 WAIVER**

- 24.1 The Township may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other contractor.

25.0 **EXECUTION**

25.1 No work shall be performed by the Contractor until the Agreement has been executed by both parties hereto.

26.0 **ENTIRE AGREEMENT**

26.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

The parties hereto have executed this Agreement as of the day, month and year first above written.

**Contractor Name**

Corporation of the Township of Esquimalt

Per: \_\_\_\_\_

[Click here to enter name.](#)

[Click here to enter title.](#)

Per: \_\_\_\_\_

Jeff Miller, P. Eng.

Director of Engineering & Public Works

Per: \_\_\_\_\_

Corporate Officer

Schedule "A"

Services

Schedule "B"

Terms of Payment

Schedule "C"

Certificates of Insurance

Schedule "D"

Prime Contractor

**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**

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**Specific Recommendations/Special Precautions**

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

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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* and Site Inspector immediately.

Project Manager -  
Contract Administrator -

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 it 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
<b>Type B Only</b>	
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
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Notes/Follow-up: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*See Page 3 for Signatures*

**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 \_\_\_\_\_