



Request for Quotations

**Title: Archie Browning Sports Centre
Refrigeration Equipment Repair and Maintenance
RFQ No.: 01PRC-2019**

For the Supply of Goods and Services

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The Township of Esquimalt (the "Township") invites Contractors to provide a quotation on the form attached as Schedule B (the "Quotation") for the supply of the goods (if any) and/or services described in Schedule A (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the Township. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition; also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ Title and RFQ No. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf to the Township by email at: rick.daykin@esquimalt.ca

PDF emailed Quotations are preferred and the Township will confirm receipt of emails.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and two (2) copies (three (3) in total) which should be delivered to the Township at the office of:

Name: Rick Daykin
Manager, Parks and Facilities

Address: 1151 Esquimalt Rd.
Victoria BC V9A 3N6

3. DATE

The Township requests that Quotations are received on or before May 13, 2019. The Townships office hours are 8:30am to 4:00pm, Monday to Friday, except statutory holidays

4. INQUIRES

All inquires related to this RFQ should be directed in writing to the person named below (the “**Township Representative**”). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: Rick Daykin
E-mail: rick.daykin@esquimalt.ca

5. ADDENDA

If the Township determines that an amendment is required to the RFQ, the Township Representative will issue a written addendum by posting it on the Township Website at www.esquimalt.ca (the Townships website) that will form a part of this RFQ. IT is the responsibility of the Contractor to check the website. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The Township may negotiate changes to any terms of a Quotation, including terms in Appendix 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the Township which the Township may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the Township unless and until both the authorized signatory of the Contractor and the authorized signatory of the Township have signed. Delivery of the signed Agreement by the Township may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the Quotation Agreement – Goods and Services.

8. CONTRACTOR’S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the Township or its representatives and consultants, relating to or arising from the RFQ. The Township will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and

submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the Township, its elected or appointed officials or employees. The Township may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMEBERS, TOWNSHIP STAFF AND TOWNSHIP CONSULTANTS

Contractors and their agents will not contact any member of the Township Council, Township staff or Township consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

All Quotations become the property of the Township and will not be returned to the Contractor. All Quotations will be held in confidence by the Township unless otherwise required by law. Contractors should be aware the Township is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

13. SIGNATURE

The Legal Name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the

Township that the person(s) signing have signing authority for the partnership or joint venture) If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (s) above: or

- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. BRAND NAMES

Whenever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the Township to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the Township and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the Township's specifications or conditions and attach descriptive literature.

The Township is not obligated to accept any alternatives. The Township will determine what constitutes acceptable deviations and overall best value.

15. MULTIPLE CONTRACTORS

The Township reserves the right to discretion to divide up the Goods and Services, either by scope, or other basis as the Township may decide, and to select one of more Contractors to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the Goods and Services. If the Township exercises the discretion to divide up the Goods and Services, the Township will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the Township that might result or be achieved from the Township dividing up the Goods and Services and entering into one or more Contracts with one or more Contractors.

16. INFORMATION MEETING

An information meeting will be hosted by the Township Representative to discuss the Township's requirements under the RFQ (the "Information Meeting"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: May 1, 2019
Time: 11 a.m.
Location: Archie Browning Sports Centre, 1151 Esquimalt Rd, Victoria BC V9A 3N6

Contractors are to examine the site prior to submitting a Quotation to fully acquaint themselves with all existing conditions reasonably inferable from examination of the site and its surroundings and the RFQ and to make allowance for such conditions in the Quotation. By submitting a Quotation, a Contractor represents that it has examined the site fully as to all conditions, contingencies, risks and circumstances, local or otherwise, which might influence or affect the performance or the cost of the work, including but not limited to: location of the work, location of buildings on the site, adjacent properties, Contractor occupancy during the work, access and all other conditions that a competent Contractor experienced in work similar to the work would consider and take into account, and is further deemed to have included in the contract price.



DRAFT QUOTATION AGREEMENT

Title: Archie Browning Sports Centre
Refrigeration Equipment Repair and Maintenance

RFQ No. 01PRC-2019

FOR THE SUPPLY OF GOODS AND SERVICES

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ATTACHMENT 1 – PRIME CONTRACTOR DESIGNATION

ATTACHMENT 2 – CONTRACTOR HEALTH & SAFETY EXPECTATIONS

DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: **Archie Browning Sports Centre Refrigeration Equipment Repair and Maintenance**

THIS AGREEMENT dated for reference this _____ day of _____, 2019.

Agreement No.: 01PRC-2019

BETWEEN:

Township of Esquimalt
1151 Esquimalt Rd
Victoria BC
V9A 3N6
(the "Township")

AND:

(Insert Full Legal Name and Address of Contractor)
(the "Contractor")

WHEREAS the Township wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

THEREFORE the Township and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Calendar Year" means the time period from January 1st to December 31st;
- (c) "Township" means Township of Esquimalt;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the Township and who is providing the Goods and Services under this Agreement;
- (e) "Disbursements" means the actual out-of-pocket costs and expenses as identified in Schedule B to Attachment 1, which the Contractor incurs in providing the Goods and Services;
- (f) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (g) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;

- (h) "indemnitees" has the meaning described in Section 11.2;
- (i) "RFQ" means the Request for Quotation;
- (j) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;

1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda (if any);
- (c) The RFQ; and
- (d) Other terms, if any, that are agreed to by the parties in writing.

1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods and Scope of Services; and

Schedule B – Form of Quotation.

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the Township to provide the Goods and Services in accordance with the Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A and as described in Schedule B.

2.2 The Township may from time to time, by written notice to the Contractor, make changes in the specifications of goods and scope of services. The Fees will be increased or decreased by written agreement of the Township and the Contractor according to the rates set out in Schedule B.

2.3 The Contractor will, if required in writing by the Township, provide additional goods and services. The terms of this Agreement will apply to any additional goods and services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B. The Contractor will not provide any additional goods and services in excess of the specification of Goods and scope of Services requested in writing by the Township.

2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Township is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the Township, forthwith return all monies paid by the Township on account of the Goods and in addition the Township may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the Township resulting from such failure.

3. TERM

3.1 The Contractor will provide the Goods and Services for the period commencing on August 01, 2019 and terminating on April 15, 2021 (the "term").

3.2 The Township may at any time prior to ninety (90) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) years. If the Township elects to extend the Term, the provisions of the Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

5.1 The Township will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the Township of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment for the Township.

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the fees and will not be subject to additional payment by the Township. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, the Contractor will submit a monthly invoice to the Township requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the Township's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage

of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

- 6.2 The Contractor will on request from the Township provide receipts and invoices for all Disbursements claimed.
- 6.3 If the Township reasonably determines that any portion of an invoice is not payable, then the Township will so advise the Contractor.
- 6.4 The Township will pay the portion of an invoice which the Township determines is payable within 30 days of receipt of the Invoice, except the Township may hold back from payments 10% of the amount the Township determines is payable to the Contractor until such time as the Contractor provides its final report to the Township; and
- 6.5 If the Contractor offers the Township a cash discount for early payment, then the Township may, at the Township's sole discretion, pay the portion of an Invoice which the Township determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail or email to:

Name: Larry Braes, Recreation Facilities Supervisor

Address: 1151 Esquimalt Rd
Victoria BC
V9A 3N6

- 6.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

7. PERSONNEL AND SUBCONTRACTORS

- 7.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 7.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the Township
- 7.3 If the Township reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the Township, replace such personnel or sub-contractors.

- 7.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval from the Township.
- 7.5 The Contractor will preserve and protect the rights of the Township with respect to any Services performed under sub-contract and incorporates the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the Township under this Agreement. The Contractor will be as fully responsible to the Township or acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 7.6 The Contractor shall be capable of performing all services required herein.

The Township prefers that the Contractor shall have been in the ammonia refrigeration business for a minimum of five years, and have available a minimum work force of three refrigeration technicians with universal refrigerant handling certification and a preferred experience of five years in ammonia refrigeration. The Township prefers that the technician's helpers have one year of ammonia refrigeration experience and be certified to perform work requiring certification.

All personnel performing system repairs and/or maintenance shall be appropriately certified to work on the particular equipment. The names of those certified personnel and copies of the certificate(s) should be submitted with your response. In all cases the personnel that will be assigned to the Township of Esquimalt project described herein should have relevant experience in the preventive maintenance and service sector.

Refrigeration technicians shall maintain a current Province of British Columbia trade qualifications ticket and be experienced in the preventive maintenance and repair services.

The Contractor must have a current Province of British Columbia Refrigeration Contractors license.

The Contractor must retain a business license.

Electrical trades' personnel must have completed and approved apprenticeship and hold an electrical trade qualification certificate.

Gas fitting personnel has current Grade 1 gas ticket.

Contractor shall provide documentation of license and ammonia experience for technicians and helpers.

8. LIMITED AUTHORITY

- 8.1 The Contractor does not have authority to enter into any contract or reach any agreement on behalf of the Township, except for the limited purpose as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services.
- 8.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Township will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

9. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 9.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and the Agreement, and will not, without the prior express written consent of the Township, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 9.2 The Contractor acknowledges that the Township is subject to the *Freedom of Information and Protection in Privacy Act* of British Columbia and agrees to any disclosure of information by the Township required law.
- 9.3 The Contractor agrees to return to the Township all of the Township's property at the completion of the Agreement, including any and all copies or originals of reports provided by the Township.

10. WARRANTIES

- 10.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactory for the purpose and under the conditions made known to the Contractor by the Township or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the Township will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee

offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the Township any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the Township determines the Goods or any part do not conform to these warranties, the Township shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a non conformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the Township caused by any breach of any of the above warranties.

- 10.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the Township and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any an all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out or any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

11. INSURANCE AND DAMAGES

- 11.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes or action, suits, losses, damages and costs, liabilities, expenses and judgements (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death or any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 11.2 The indemnities described in Sections 11.2, 12.1 and 18.3 will survive in termination of completion of the Agreement and, notwithstanding such termination or completion, will continue to full force and effect for the benefit of the Indemnitees.
- 11.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the Township from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on a occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily

injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees or agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The Township will be added as additional insured.

(b) automobile liability insurance on all vehicles owned, operated or licenced in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and

(c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

- 11.4 The Contractor will provide the Township with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the Township. The Contractor will, on request from the Township, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the Township with thirty (30) days advance written notice of cancellation of material change restricting coverage. To the extent the Township has an insurable interest; the builder's risk policy will have the Township as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the Township or any insurer of the Township.
- 11.5 The Contractor acknowledges that any requirement by the Township as to the amount of coverage under any policy of insurance will not constitute a representation by the Township that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance inadequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 11.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place maintain, such other insurance or amendments to the foregoing policies as the Township reasonably direct.
- 11.7 The Contractor hereby waives all rights of recourse against the Township for loss or damage to the Contractor's property.

12. TOWNSHIP RESPONSIBILITES

- 12.1 The Township will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the Township has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the Township in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 12.2 The Township will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 12.3 If the Township observes or otherwise becomes aware of any fault or defect in the delivery or Goods or provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the Township the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

13. DEFICIENCIES

- 13.1 The Township shall have a reasonable time to inspect and to accept the Goods and Services. The Township may reject any Goods or Services not in accordance with the Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The Township shall notify the Contractor of rejection of the Goods whereupon the goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the Township as a result of the rejection of the Goods or Services are, immediately upon written demand by the Township, payable by the Contractor, and may be set off against any payments owing by the Township to the Contractor.
- 13.2 The Township may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the Township, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

14. DEFAULT AND TERMINATION

- 14.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the Township reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the Township on account of the Agreement and the Contractor will be liable for any and all

expenses or loss resulting from such failure or delay and will return all monies paid by the Township; or

- (b) if the Township does not terminate this Agreement for late delivery or performance, the Township may deduct and hold off from any payments owing to the Contractor all additional costs the Township reasonably incurs on account of the late delivery or performance.

14.2 The Township may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.

14.3 The Township may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the Township at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the Township terminates this Agreement before the completion of all Goods and Services, the Township will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Township in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Township to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

14.4 The Township may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Township may, without prejudice to any other right or remedy the Township may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or

- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the Township within 5 days after delivery of written notice from the Township to the Contractor, then the Township may, without prejudice to any other right or remedy the Township may have, terminate this Agreement by giving the Contractor further written notice.

14.5 If the Township terminates this Agreement then the Township may:

- (a) enter into contracts, as in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
- (c) set-off the total cost of completing the Goods and Services incurred by the Township against any amounts owing to the Contractor under this Agreement,

and at the completion of the Goods and Services pay to the Contractor any balance remaining; and

- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

15. CURING DEFAULTS

- 15.1 If the Contractor is in default of any of its obligations under this Agreement, then the Township may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or constructed to mean that the Township has any duty or obligation to remedy any default of the Contractor.

16. DISPUTE RESOLUTION

- 16.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this Section.
- 16.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 16.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days to delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre or appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Victoria, British Columbia. Each party will equally bear the cost of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 16.4 Litigation: If the 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

17. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 17.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers’ Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods

and Services. The Contractor agrees that the Township has the unfettered right to set off the amount of unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the Township to the Contractor. The Township will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

- 17.2 The Contractor will provide the Township with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof to the Township having any obligations to pay monies under this agreement.
- 17.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B of this agreement, and the Contractor will advise the Township immediately in writing if the name or contact number of the qualified coordinator changes
- 17.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations or practices of the Worker' Compensation Board, including penalties levied by Workers' Compensation Board.
- 17.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws and regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 17.6 The Township may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the Township be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 17.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information

System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

18 BUSINESS LICENSE

- 18.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid Township of Esquimalt business license or equivalent.

19 GENERAL PROVISIONS

- 19.1 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the Township shall be permitted free access as all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 19.2 The Township may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The Township may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the Township will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

20 COMPLIANCE

- 20.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 20.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the Township will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

21 JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 21.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Township in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 21.2 The Contractor recognizes and agrees that the Township cannot make financial commitments beyond the Township's current fiscal year. The Township will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If Township Council does not appropriate funds, or appropriates insufficient funds, the Township will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation

becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the Township, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

22 WAIVER

22.1 Any failure of the Township at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the Township right at any time to avail itself of any remedies as the Township may have for any breach of the terms and conditions.

23 APPLICABLE LAW

23.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The Township and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

24 NOTICES

24.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validity given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, email ; or
- (c) by mail, five calendar days after posting.

24.2.1 The addresses for delivery will be as shown in the Quotation. In addition, the Township may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission.

25 MERGER AND SURVIVAL

25.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

26 ENTIRE AGREEMENT

26.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding

the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

26.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the Township, the Township accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the Township.

27 SIGNATURE

27.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor

27.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

28 ENUREMENT

28.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Township and the Contractor.

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

TOWNSHIP OF ESQUIMALT

By its authorized signatory(ies)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Archie Browning Sports Centre Refrigeration Plant

Schedule A: SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SERVICES

The Township of Esquimalt is seeking a qualified and experienced Contractor in arena refrigeration equipment repair and maintenance services on an as needed basis. The Contractor is to provide all parts, tools, labour, materials, equipment, fuel and transportation necessary for scheduled and unscheduled repairs, including emergency response services. The Contractor should have experience in arena refrigeration systems.

Services may include but not be limited to the following:

- (a) Maintain the equipment (in the refrigeration plant) to a high standard of performance;
- (b) Non-Scheduled and Scheduled maintenance, inspections, servicing and general repairs of refrigeration mechanical system equipment and related systems and equipment;
- (c) Assign a qualified experienced foreman/supervisor to oversee the inspection of the equipment to ensure that equipment performance is satisfactory, and guarantee that the equipment is in conformance with the plans, specifications, and special requirements of the Original Equipment Manufacturer (OEM);
- (d) Provide all necessary parts and accessories as required for all equipment covered under this service contract. The Contractor shall replace, maintain or clean such filters or v-belts as required during their regular scheduled Preventive Maintenance (PM) or Maintenance Inspection.
- (e) Provide full services including all coils, condensers, fans, supply and replace belts and other related equipment as required for efficient operation. The Contractor is responsible for the replacement of filters for all equipment;
- (f) If the filters of v-belts fail before the next Preventive Maintenance, the Township may replace at their discretion and notify the Contractor upon their next visit;
- (g) Test all safety devices and governors where applicable. This testing shall be part of the annual inspections;
- (h) Make all necessary adjustments in order to keep the equipment in full operational condition and provide informal training on an as-needed basis for Township employees to enable them to make daily adjustments to the equipment; and
- (i) Assist the Township in maintaining an up to date arena refrigeration equipment list as changes are made and new information is found.
- (j) Assist the Township with the process of completing risk assessments for the purpose of achieving compliance with Technical Safety BC.

Include the maintenance of the following associated electrical components (where applicable);

- Switch gear for mechanical equipment;
- All motors
- Motor controls mounted as an integral part of equipment assemblies;
- Pre-wired control panels;
- Electronic control panels and their components;
- Wiring and conduits for low voltage controls and interlocks;
- Control panel
- DDC computer and software for the control of the refrigeration plant and associated systems.
- Check all electrical connections as per refrigeration and electrical codes

The annual maintenance and repair work required includes, but is not limited to, the following refrigeration equipment for the facility listed above:

- Compressors
- Electric motors
- Condensers
- Receivers
- Chillers
- Heat reclaim equipment
- Dehumidifiers
- Pumps
- Controls
- Valves
- Piping
- Drives and seals
- Insulation
- Refrigerant
- Brine
- Motor control centre
- Plant room ventilation

The scope of the arena refrigeration plant maintenance includes but is not limited to:

- Plant start up
- Plant shut down
- Compressor maintenance
- Chiller maintenance
- Pump maintenance
- Pipe, valve and insulation maintenance
- Leak check and refrigerant charging
- Compressor oil replacement, compressor top up, draining oil from chiller
- Purging

- Brine tests
- Motor cleaning and servicing
- Emergency service repairs
- Electrical maintenance for refrigeration equipment
- Safety valves and interlocks
- Assist in the development of safety procedures for new equipment relating to the operation and maintenance of the refrigeration plant.
- Sensors
- Ammonia alarm system

The refrigeration contractor is to have previous experience with ammonia refrigeration plant maintenance.

The refrigeration contractor is to employ qualified journeymen refrigeration mechanics with experience in ammonia refrigeration.

General notes:

- All service calls at the arena are to be logged in the communication log book. The service work done is to be noted, including the name of the mechanic. A copy of the service report is to be left with the operator.
- During the hours that the facility is open the Contractor will check in and check out with a designated staff person such as a Building Maintenance Worker, Maintenance Leadhand or Recreation Supervisor.
- All charges on the invoice are to be itemized
- Prior to subcontracting any service work, approval must be obtained from the Township.
- The maximum value of Extra Work under the contract without written approval is \$500. All work over \$500 requires written approval.

2. Applicable Specifications

The applicable specification shall be the original manufacturer's equipment specifications including all maintenance requirements. All equipment covered under this contract shall be maintained to a level of performance equal to the published specifications for the equipment when originally purchased.

The Contractor shall maintain equipment in accordance with all applicable safety codes (latest edition) where referring to Refrigeration Mechanical Maintenance equipment. The Contractor shall have all permits, recycling, recovery or other required licences or certifications. All Federal, Provincial and local laws will apply.

The Contractor is responsible and accountable for the disposal of all excess and scrap materials. The job site must be clean and cleared of such materials by disposing of them in an environmentally friendly manner off-site on an ongoing basis.

3. Inspection and Tests

Carry out and include the costs for all inspection, tests and certificates as required by all applicable Codes and Regulations.

4. Carry out Audits and Tests

The Contractor shall maintain, on the premises, a log on each system or unit outlining the service schedule, repairs, replacements or adjustments performed on the equipment. Upon termination of the agreement the originals shall become the Property of the Township.

5. Code Requirements

The Quotation must provide evidence that the Services will follow best practices of the professions, manufactures and trades involved, and meet or exceed the requirements of the:

CAN/CSA B52-2005 Mechanical Refrigeration Code, ANSI B31.1, B31.5, the Canadian Electric Code CSA C22.1, CSA Standard Z432-94 for safeguarding of machinery, latest revisions and updates in effect at the time of installation. Comply with all Township of Esquimalt building bylaws, Technical Safety Authority, Provincial, Federal and WorkSafe BC codes, policies, rules and ordinances, IIAR and ASHRAE Standards. Although this list identifies the major standards and codes relevant to the Services, other relevant codes and specifications may exist.

6. Third Party Inspections

Each Contractor shall address the issue of third party inspections (which includes mechanical engineering consulting firms) required in connection with the Services by Township departments, utilities, agencies, and other government bodies. The Contractor shall be responsible for coordinating and bearing all the costs associated with these inspections.

7. Regular Working Hours

The Regular working hours and ordinary working days shall be 7:00am to 6:00pm **Monday through Friday**. No work will be performed outside of regular working hours without the prior direction or approval of the Township.

Notwithstanding the preceding paragraph, the Contractor may be required to carry out Services outside of the normal working hours or ordinary working days without the prior approval of the Township, where it is necessary in the interests of safety of the Services or where the Services is required to protect property. In such circumstances the Contractor shall inform the Township in writing of the circumstances as early as possible.

If the Contractor wishes to carry out work outside of the normal working hours and approval is given by the Township, but the reasons for working these hours are for the Contractor's benefit, then the hourly rate for such work will be at the normal hourly rate.

Work hours paid under this agreement shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labour or equipment.

All Services performed other than Monday through Friday from 7:00am to 6:00pm and emergency calls shall be charged at not more than 1 1/2times the fixed hourly rate for the individual performing the service.

8. Equipment Repair, Maintenance and Replacement Services

A. Emergency Repair Services Request

Emergency service would be required for repairs which, if not done, would:

- Create a safety hazard;
- Affect the customers ability to occupy or use the building;
- Cause damage to the building or equipment; or
- Adversely affect normal workflow.
- The Contractor shall maintain a 24/7 emergency response services for the term of the agreement and one or more qualified service technician(s) available for afterhours emergencies.
- Contractor must have their service technician respond within 30 minutes from the time of call out is requested by means of calling back to the source.
- Note: If the Contractor does not respond within the expected timeframe noted above, the Township reserves the right to utilize the services of another Contractor.

Emergency callouts shall be attended within one (1) hour of receiving the call and shall carry out such work as is necessary to render the installation as effective as possible within the limit of cost of Five Hundred Dollars (**\$500**) per occurrence calculated in accordance with the Schedule of Prices. Necessary work additional to the **\$500** will be subject to the additional approval of the Manager, Parks and Facilities or designate.

B. Preventative Maintenance Repairs

While on site, the Contractor is expected to carry out minor, preventative maintenance repairs that are required to ensure the unit(s) will continue to operate as designed. The limit of these repairs is to be Two Thousand Dollars (**\$2,000**) per occurrence.

More extensive repairs are to be documented and discussed with the Recreation Facility Maintenance Supervisor and a written quotation supplied. More extensive repairs are to be scheduled to coincide with a regular preventive maintenance visit where possible.

The Contractor may be requested to submit a firm quotation covering all labour, overhead and obvious materials, which are to be fully listed, including project completion in number of days.

The Contractor shall provide written quotation within five (5) days. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

The Township may invite others to quote for and perform such repairs or the Township may provide reconditioned or new components, or instruct any of its Contractors to carry out the repairs.

The Contractor shall assess repairs to all appliances and equipment. If the appliance or equipment is "Beyond Economical Repair" the Contractor shall immediately report (in writing) to the Township, detailing why the appliance or equipment is Beyond Economical repair.

Whenever there is a likelihood of repairs exceeding 50% of the cost of replacement, or when parts are no longer available or very difficult to obtain, the item or items are to be classified as "BER". The final determination however will be made by the Manager, Parks and Facilities or designate.

Non-emergency work shall only be performed with the Townships written authorization. Actual work shall not exceed the Contractor's estimate without prior written authorization by the Manager, Parks and Facilities or designate.

C. New and Replacement Equipment

The Contractor shall have the right of first refusal on replacement or purchase of equipment and /or systems where the total cost does not exceed Ten Thousand Dollars (**\$10,000**).

The Township may solicit a minimum of two verbal or written quotations and shall select the best valued quotation meeting the requirements of the Townships for any equipment where the total cost exceeds \$10,000.

9. Unscheduled Callouts

Contractors must be prepared to work as required on weekends and outside of normal working hours, if requested by a Building Maintenance Worker, Maintenance Leadhand or Recreation Facilities Supervisor. Contractors must have their contacts respond within thirty (30) minutes from the time the call –out is made by means of calling back to the source.

The technician must be on site within four (4) hours in a regular working day for all unscheduled work that is not deemed "Emergency Service".

Note: If the Contractor does not carry out the work at a rate considered satisfactory by the Township, the Township reserves the right to utilize the services of another Contractor.

10. Supply and Invoicing of Materials

The Contractor is expected to locate his own source for the supply of materials required to carry out any work under this agreement and should make satisfactory arrangements for such to be available in the time they are required under any work authorization.

The Contractor shall be paid for unscheduled materials and spare parts used as invoiced at the Contractor's purchase cost plus, GST/PST, plus the scheduled percentage markup. It shall be the responsibility of the Contractor to satisfy the Township, that the purchase costs on which percentage is claimed are authentic.

Contractors are to offer their own % mark-ups for Materials.

All invoices for unscheduled materials purchased for this agreement shall be produced on demand for the Township.

11. Service Reports

A service report must be completed by the Contractor for any work performed at a work site. The report should specify the labour type, number of hours worked per technician and any other charges. Reports should include pictures detailing the condition of the area in need of repair, both before and after completion of the work.

The Contractor shall provide to the Township annual operational reports of all equipment. It should contain as many of the items listed below, as are readily available on an annual basis.

- Calls for the month and year to date, categorized and including call received, attendance and site times, fault identification and rectification
- Scheduled repairs carried out, identified, planned, and unscheduled repairs
- Report on any semi annual tests or audits carried out or upcoming
- Out of service times per unit during normal working hours

Annual meeting shall be convened to discuss progress, status of maintenance and any other outstanding issues. Such meetings shall involve the Contractor, and the Manager, Parks and Facilities or designate and take place at agreed pre-arranged time and venue.

12. Identification of Employees

All personnel employed by the Contractor shall at all times be readily identifiable as being an employee of the Contractor. Contractor employees and sub-trades shall also carry on their person, personal photographic identification at all times while working on Township premises. Service vehicles shall also have the Contractor's business name clearly marked.

Only employees of the Contractor (or Contractor's approved sub-Contractor(s)) specifically assigned to carry out the work will be allowed to enter the building. While the Contractor's employees are on the Township's premises, the Contractor shall require them to conduct themselves in a professional manner.

The Contractor shall report in and out to the Facility Supervisor/representative when attending sites.

13. Safety

The Contractor will develop and maintain a comprehensive safety program, including employee training, to provide a safe work environment in compliance with all relevant laws and regulations. The Contractor will be provided a copy of the Township's Exposure Control Plan and is required to adhere to the procedures outlined in the document.

14. Spare Parts

The Contractor shall be required to carry sufficient spare parts to provide immediate service in the event of a minor breakdown and shall have sufficient spare parts available to enable reasonable service on major breakdowns. Types of spare parts to be carried are those known to fail on a regular basis. All parts replaced on a unit shall, if requested, be returned to the Manager, Parks and Facilities or designate. Failure to return parts may result in rejection of the claim for payment.

Where an urgent requirement exists for a part (or parts) which the Contractor or Contractor's supplier(s) does not have in stock, the Contractor shall immediately air freight such part (or parts) to expedite the repair.

If such part (or parts) is part of the normal Preventative maintenance schedule, the Contractor shall bear any extra costs incurred.

15. Warranty Period Against Faulty Spare Parts and Materials

Warranty period against genuine spare parts shall exist for manufacturer's period as stated by the respective manufacturer and shall commence from the day of completion of the work.

The Contractor from the day of completion of the work shall cover warranty period against spare parts and materials not covered by the manufacturer's warranty period against defects for the period entered in the Schedule of Prices. **This period shall not be less than 13 weeks.**

Where applicable, the Contractor shall replace genuine spare parts of the materials under the terms of warranty and shall not invoice the Township for it.

16. Warranty Against Faulty Workmanship (Quality Control)

The Contractor shall guarantee all workmanship and all expenses for service and repairs for a period of one (1) year after work is completed. The Contractor shall make good at his own expense and to the satisfaction of the Township all defects and damages which may result from faulty workmanship. The complete execution of the work shall be borne by the Contractor.

Alternatively, the Township may repair the loss or damage and the Contractor shall pay to the Township the costs of repairing the loss or damage upon demand from the Township. Where, in the opinion of the Township, it is not practical or desirable to repair the loss or damage, the Township may estimate the cost of loss or damage and deduct such estimated amount from the amount owing to the Contractor.

17. Warranty Period on Existing Equipment

Units included in this RFQ may be covered by the manufacturer's warranty against faulty workmanship and parts. The Contractor shall not work on any of the units, which would render this warranty null and void. If the Contractor carries out any work, which would normally be covered by the manufacturer's warranty, this work will be free of charge to the Township.

The Township shall advise the Contractor when individual units come out of their respective warranty period. For units no longer under warranty this section shall not apply.

18. Associated Work, Service Tools, Materials. & Spare Parts

The Contractor shall provide all tools and materials including consumable stores such as oils (including refrigeration and air compressor required for oil changes). Greases, cleaning materials, joining materials, chemicals for cleaning etc. required to carry out and test the work requested in the performance of the agreement. It shall be the responsibility of the Contractor to be fully equipped on each attendance call.

19. Disruption of Normal Activity

The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Township business. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to

make every effort to minimize the impact of the interference, inconvenience, interrupted service, customer discomfort, etc.

Some Services may need to be scheduled outside of Normal Working Hours, subject to prior approval of the Manager, Parks and Facilities or designate.

20. Special Inclusion

To maintain high reliability levels and minimum down time, the following items are deemed to be included in the RFQ.

- Single point of contact for maintenance management, preparation of reports and attendance meetings.
- All maintenance and repair works generally performed at agreed times.
- Maintenance to be carried out in accordance with applicable Federal, Provincial and Municipal standards and in accordance with manufacturers' data/guidelines.
- Preventive maintenance and approved repairs to be carried out in a planned and scheduled manner.

21. Energy Management

The Contractor shall ensure that all repairs and/or replacement materials shall take into account the Townships directive and objective for a more energy efficient management program.

All repairs and/or replacement materials shall be on the same or higher standard in terms of energy consumption to achieve significant and sustainable savings in energy use and cost efficiencies.

The Contractor is required to identify all opportunities during the course of maintenance or repair services within the ice refrigeration equipment rooms for installation of products and equipment that would reduce electrical energy consumption, or other forms of environmental benefits. This includes utilization of BC Hydro Power Smart recommended products and incentives.

22. Refrigerant Handling

The Contractor must comply with all laws, codes and regulations concerning fully halogenated CFC refrigerants and their recovery.

The Contractor must fully comply with American Society of Heating, Refrigerating and Air Conditioning Engineers Ins. (ASHARE) guidelines, latest edition.

The Contactor should have available at all times equipment as described in the guidelines, as a minimum.

SCHEDULE A

APPENDIX 1- PREFERRED MAINTENANCE REQUIREMENTS

Preventative Maintenance

- Must use OEM (original equipment manufacturer) parts for all repairs.
- All repair work must be done in accordance with manufacturer specifications, Technical Safety authority codes and regulations
- All repair work must be documented and submitted to staff
- Include additional steps that you may deem necessary
- Predictive maintenance component – monitor equipment while running to ensure normal operation.

Compressors – Bi-annual

- Inspect compressor shaft seal
- Inspect compressor unloader mechanism
- Dismantle, clean and inspect and clean suction strainer
- Check compressor motor voltage and current

Compressors – Annual

- Suction and discharge assemblies – dismantle, inspect and replace if required
- Oil pump – dismantle, inspect and replace if required
- Oil regulating valve – dismantle, inspect and clean
- Take oil sample for analysis, drain and refill compressor, clean and replace internal oil strainer if required.
- Check pistons and rings
- Inspect cylinder sleeves
- Inspect an dtest pyrotechnics under slab heating

Condensers

- Inspect heat transfer section (coil)
- Inspect spray nozzles
- Check and adjust fan belt tension (replace belts if required)
- Check and adjust bleed rate (if required)
- Check operation of water make up valve
- Inspect unit during operation for unusual noise or vibration
- Check fan motor voltage and current
- Inspect fan motor bearings
- Check operation of the water pump motor (voltage, current and pump bearings)
- Check all condenser interlocks and controls.

Pumps

- Inspect housing
- Inspect mechanical seal
- Lubricate if required
- Check pump and motor alignment

Electric pump motors

- Lubricate as required
- Check voltage and current
- Check alignment

Receivers

- Inspect overall condition of unit
- Check all piping connections and support structures
- Check operation of all safety devices and valves

Chillers – including surge drum

- Inspect overall conditions of unit
- Inspect all piping connections and supporting structures
- Check operation of all safety devices and valves
- Inspect insulation
- Ensure correct ammonia level

Heat Reclaim equipment

- Check for leaks, damaged insulation
- Check all valves for correct operation
- Ensure all aspects are synchronized with set points and functioning properly.

Dehumidifiers

- (may vary depending on unit)
- Inspect belts, motors, piping connections, fittings, humidity set points, refrigerant charge, compressor gas fittings, flame adjustment, drum condition and operation.

Controls (mechanical and DDC)

- All controls, sensors and safety controls must be tested and recorded annually or after repairs or changes have been made. This includes low oil pressure, high discharge pressure, high discharge temperature, low suction pressure, high liquid level, high ammonia concentration (ppm) and emergency ventilation fan operation.

Valves

- Check the operation of all valves related to the refrigeration plant. Repair and replace as needed as per the B-52 regulations.

Safety Valves

- All safety relief valves must be tested or replaced in accordance with the B52 Regulations
- All safety relief valves must be certified for use with ammonia refrigeration systems.

Piping

- Check all connections, fittings and welds.
- Repair insulation as required
- All replacement piping must meet the B-52 code requirements
- All welding is to be performed by a certified welder

Insulation

- Check insulation for cracks, missing pieces etc. Repair or replace as required.

Refrigerant

- Verify the volume of refrigerant in the system.
- Verify the refrigerant meets the environmental regulations.

Brine

Maintain correct levels for:

- Conductivity
- PH
- Phosphorate
- Calcium chloride
- Chromium

Check for:

- Ammonia
- Specific gravity
- Freezing point
- Iron

Brine analysis is to be done at the start of the ice season and at time of shut down for the summer. Analysis results are to be provided to the Township.

Motor Control Centre (MCC)

- Inspect annually for damage to any connections, breakers, switches etc.
- Any repairs, addition or replacement of components must be done in compliance with all applicable laws, regulations and codes
- All wiring to be performed by a certified electrician

Plant room ventilation fans

- Check all belts, motors, and dampers. Replace or repair as needed.
- Verify capacity of air moved complies with all applicable laws, regulations and codes.



SCHEDULE B – FORM OF QUOTATION

RFQ Title: Archie Browning Sports Centre Refrigeration Equipment Repair and Maintenance

RFQ No: 01PRC-2019

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

Township of Esquimalt

Township Representative: Rick Daykin, Manager Parks and Facilities

Address: 1151 Esquimalt Rd
Victoria BC, V9A 3N6

1. If this Quotation is accepted by the Township, a contract will be created as described in:
 - (a) The Agreement;
 - (b) The RFQ; and
 - (c) Other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ – Draft Quotation Agreement. IF requested by the Township I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The Township requires that the successful Contractor have the following in place before providing the Goods and Services:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Worker's Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a Minimum, naming the Township as additionally insured;
 - (d) Township or Intermunicipal Business License: Number _____
 - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____: and
 - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any)

Requested Departure(s) / Alternative(s)

5. The Contractor acknowledges that the departures it has requested is Section 3 and 4 of this Quotation will not form part of the Agreement unless and until the Township agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

SECTION B-1

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ , Schedule A – Specifications of Goods and Scope of Services and preferred maintenance requirements. If requested by the Township, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s) / Alternatives(s) / Addition(s)

NOTES:

- Pricing is based on allowing adequate time to perform the required maintenance procedure as listed in Schedule A;
- All required maintenance will be carried out by certified journeyman.
- Repairs will not be carried out without the approval of the Township.
- Any conditions of concern will be addressed immediately to the Township.
- All safety rules and procedures laid out by the Township, WorkSafe and Technical Safety BC will be strictly adhered to.
- Hourly rate after hours shall be calculated to cover all applicable costs and labour.
- Unscheduled work shall be invoiced at the respective hourly rate and claims shall be made for actual hours worked.

Table B: State Labour rates for the following coverage periods and mark-up for parts and materials.

The following hourly rates and parts pricing are for work not covered in the Preventive Maintenance Work Plans i.e. vandalism.

NOTES:

- Hourly Labour rates are all inclusive, including without limitation, wages, benefits, vehicles, fuel and fuel surcharges, tools, equipment, specialty tools and equipment, mobilization and demobilization, overhead and profit.
- Unscheduled work shall be invoiced at the respective hourly rate and claims shall be made for actual hours worked.
- The following labour rates are firm for a minimum period for thirty-six months.

1. Regular Working Hours – MONDAY THRU FRIDAY, 7:00 a.m. – 6:00 p.m. – (includes emergency service requests)

Refrigeration Mechanic:	\$ _____/hr.
Apprentice:	\$ _____/hr.
Labourer:	\$ _____/hr.

(Excludes GST)

2. After hours, Weekends & Holidays Service (includes emergency service requests)

Refrigeration Mechanic:	\$ _____/hr.
Apprentice:	\$ _____/hr.
Labourer:	\$ _____/hr.

(Excludes GST)

3. Mark-up rate on parts, materials, rental equipment and sub-contractors costs:

Contractor's Invoice Plus (Under \$ _____) _____%

Contractor's Invoice Plus (Over \$ _____) _____%

Original invoice for all parts shall be made available to the Township upon request.

Discount on materials purchased from Contractor: _____%

Contact Phone Numbers:

Contractors shall provide one or more telephone numbers for contacting a company representative at anytime, regular time, after regular working hours and for emergency repair service.

Name and Phone Number

1	During Regular Working Hours 7:00am to 6:00pm Monday through Friday	
2	After Regular Working Hours Call outs and Emergencies	

Supplemental Notes:

The selected refrigeration services contractor will provide the following information as part of their quotation:

- Approximate cost for arena and curling rink performance of the required maintenance (based on scope of work and equipment inventory)
- List of qualified personnel including mechanic that will be dedicated to this service and back up.
- Response time for weekday daytime hours
- Response time for work outside of weekday daytime hours.
- Service report form
- Cost and specifications of basic annual compressor overhaul.
- References
- Assessment of existing plant condition required and cost of this assessment. Provide a detailed estimate of any additional repairs required or first time start up costs.

- Detail the work to be done on start up and shut down of arena and curling rink. Provide written schedule of maintenance included recommended service hours for major equipment inspections.

SECTION B-3

Time Schedule:

9. Estimated Schedule and Implementation Plan

Contractors should provide an estimate schedule, with major item descriptions and times indicating a commitment to provide the Goods and preform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

Provide a sample implementation plan that details the transition and time elements of your proposed Services including the following: Time line/project chart showing events, responsibilities and task ownership, describe the major steps and success criteria for each.

Where a change in sub-Contractor is required, the Contractor would be fully responsible for executing the seamless changeover, minimizing or eliminating Township staff time and inconvenience during the changeover (provide change plan with Quotation).

Preventive Maintenance Plans

The Contractor shall provide a comprehensive Preventive Maintenance Plan (the "PMP") for all refrigeration equipment including associated electrical components to be serviced that outlines scope and frequency of work to be carried out on a recurring basis.

The PMP shall provide a description of how the Contractor would organize and perform and accomplish – as minimum:

- a. The PMP shall contain a description of how the Contractor would organize and perform the preventive maintenance services.
- b. Identification of critical or problem areas:
- c. Identification of programmed maintenance tasks and their performance intervals;
- d. Identification of tasks, if any, which must be accomplished by the Township during performance of an agreement or prior to award to perform the work; and
- e. Reporting

MILESTONE DATES August 2019 to April 2021

ACTIVITY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
Start Up Arena	X								
Start up Curling		X							
Shut down Curling								X	
Shut Down Arena									X

SECTION B-4

Key Personnel & Sub-Contractors:

- Contractors should provide information on the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____
Certificate
Attached: Yes No Not Applicable

Refrigeration Certified Technician (minimum workforce of three)

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____
Certificate
Attached: Yes No

Refrigeration Certified Technician (minimum workforce of three)

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____
Certificate
Attached: Yes No

Refrigeration Certified Technician (minimum workforce of three)

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____
Certificate
Attached: Yes No

Gas Fitting Personnel

Name: _____
Experience: _____

Dates: _____
 Project Name: _____
 Responsibility: _____
 Certificate
 Attached: Yes No

Electrical Trades Personnel

Name: _____
 Experience: _____
 Dates: _____
 Project Name: _____
 Responsibility: _____
 Certificate
 Attached: Yes No

11. Contractors should provide the following information on the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Description of Goods & Services	Sub-Contractors & Material Suppliers Names	Years of Working With Contractor	Telephone Number and Email

Section B-5

Experience and References:

12. Contractors should provide information on their relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

13. Contactors should provide information on their relevant references (name and telephone number). The Township's preference is to have a minimum of three references.

Previous clients of the Contractor may be contacted at the Township's discretion (use the spaces provided and/or attach additional pages, if necessary):

14. Contractors should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objectives (use the spaces provided and/or attach additional pages, if necessary):

15. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 2019_.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal name of Contractor)

(Signature of Authorized Signatory) (Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory) (Print Name and Position of Authorized Signatory)

This Quotation is offered by the Contractor this _____ day of _____, 201_.

Township Of Esquimalt

(Signature of Authorized Signatory) (Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory) (Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name of Position of Authorized Signatory)

ATTACHMENT #1

PRIME CONTRACTOR DESIGNATION LETTER OF UNDERSTANDING

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

"Multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:
"prime contractor" means, in relation to a multiple-employer workplace

- (a) The directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) If there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this part and the regulation in respect to the workplace.
- (3) each employer of workers at a multiple-employer workplace must give to the prime contractor the names of the person the employer has designated to supervise the employer's workers at the workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorksafeBC OH&S regulations*.

As a Contractor signing this Prime Contractor Designation form with The Township of Esquimalt (the 'owner'), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulations* and the *Workers' Compensation (WC) Act*.

Any *WorksafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the Township.

Any penalties, sanctions or additional costs levied against the Township, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing the Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the Township of Esquimalt for project and will abide by all Worker's Compensation Board Regulation Requirements.

Project File No: _____

Project Title and Site Location: Arena Refrigeration Equipment Repair and Maintenance _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

ATTACHMENT #2

CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACOR(S)

The Township of Esquimalt strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contactors and their employees and sub-contractor(s) perform in the same manner. It is every employers' and contractors' responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the Township of Esquimalt you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The Township of Esquimalt Building Owner, Manager or designate, have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any employee that observes a safety infraction by a contractor performing work for the Township of Esquimalt should bring it to the attention of a Manager immediately.

The Following information is provided as typical requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the Township of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify worksafe risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractors will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the Township of Esquimalt's OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS – TOWNSHIP FACILITIES

No work by contractors shall occur in any area without prior consent of the Township of Esquimalt's Manager, Parks & Facilities or his designated representative. Work during normal business hours of

the Township shall not create undue noise, smells or otherwise unduly disturb the work of Township of Esquimalt staff or the public. If an activity requires that a disturbance is likely, the contractor shall wherever possible only do this work outside normal business hours.

All activities that create a hazard (ie work from a ladder, removal of a floor tile, emission of VOC's etc.) to persons outside the contractor's supervision shall have warning devices, delineation of barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualifications for future bidding on solicitations with the Township of Esquimalt.

You can help ensure employee safety and your eligibility for future business with the Township if you exhibit and practice a "Safe Work – Safe Township" attitude.

The Township of Esquimalt is concerned about the health, safety and well being of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone's responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor, and to the township representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe acts and conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work.

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe conditions is not remedied or the issue is not resolved the Manager, Parks and Facilities or designate must be contacted.

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and out each day.
2. A worker may need to provide an Identification document (i.e. Driver's License).
3. Personal protective equipment, as determined by the Township, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests, Appropriate Breathing Apparatus and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No smoking within 7.5M of the Township owned buildings door exits, windows and vents.

6. Report **ALL** injuries to your supervisor immediately and notify the Township's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleared up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exits.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to our supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understands the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The operator must check all safety devices on equipment before operation.
 - e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
 - g) All ladders must be on an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h) All vehicles and equipment on Township property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i) Contractors will not operate any equipment, valves, switches, etc., which are part of the Township's operation, unless specific permission is received from the Department Representative.
17. **Ground Disturbance** – Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our

Township, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section – Contractor Coordination Program
Date:	Revised: _____ Original : _____
Distributed:	Via Email & Posted on Intranet: _____

This document does not replace the Workers' Compensation Act or WorksafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and Worksafe BC Occupational Health & Safety Regulations and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____