

**Agreement
Between Owner and Contractor**

TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.

THIS AGREEMENT made in duplicate this ____ day of _____, 2017.

Contract: Esquimalt Recreation Centre Parking Lot Asphalt Paving

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

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

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

ARTICLE 1 THE WORK - START/COMPLETION DATES

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2 The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before June 30, 2017 subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
- 1.3 Time shall be of the essence of the *Contract*.

ARTICLE 2 CONTRACT DOCUMENTS

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

ARTICLE 3 CONTRACT PRICE

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

ARTICLE 4 PAYMENT

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

ARTICLE 5 RIGHTS AND REMEDIES

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

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

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

ARTICLE 6 NOTICES

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

The *Owner*:

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

ATTENTION: Rick Daykin

The *Contractor*:

The *Contract Administrator*:

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

ATTENTION: Rick Daykin

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

ARTICLE 7 GENERAL

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

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

Corporation of the Township of Esquimalt

(FULL LEGAL NAME OF OWNER)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1

Schedule of *Contract Documents*

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS)

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

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, edition dated Vol. II, 2009 (Platinum Edition) and subsequent revisions.

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

- 11 Scope of Work

Schedule 2

List of *Contract Drawings*

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THIS CONTRACT, OTHER THAN STANDARD
DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

TITLE	SHEET NO.	Drawing #	REVISION DATE	REVISION NO.
Site Plan	1 of 1	1		

Schedule 3



TOWNSHIP OF ESQUIMALT CONTRACTOR COORDINATION

CONFIRMATION OF CONTRACTOR RESPONSIBILITIES

This form must be completed and signed before work begins

Date _____

Project Description: _____

Tender Ref #: _____

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

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

Contractor _____

Contractor Representative _____ Job Title _____

Person Designated Responsible for Coordination of Safety: _____

Contact #: _____

Township of Esquimalt Representative: _____

Job Title _____ Contact # _____

Type A and B - Prime Contractor Appointed - The Contractor

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

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

Notes/Follow-up: _____

See Page 3 for Signatures

Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator

Township of Esquimalt Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must

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

Type C - The *Contractor* Must

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

Notes/Follow-up: _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Form of Tender

TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

Corporation of the Township of Esquimalt

Contract: Esquimalt Recreation Centre Parking Lot Asphalt Paving

TO OWNER:

1 WE, THE UNDERSIGNED:

- 1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.3 have complied with the Instructions to Tenderers; and

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve *Substantial Performance* of the *Work* on or before:
_____ ; and
(DATE)
- 2.3 to do the *Work* for the price, for lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender.

2.4 a) to provide a “clearance letter” indicating that the tenderer is in WCB compliance; and

b) a copy of the insurance policies that all such insurance coverage is in place.

3 OUR ADDRESS is as follows:

Phone:

Fax:

Attention:

This Tender is executed this _____ day of _____, 20__.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Form of Tender – Appendix 1

ESQUIMALT RECREATION CENTRE PARKING LOT ASPHALT RESURFACING

SCHEDULE OF LUMP SUM PRICES

SECTION A – GENERAL REQUIREMENTS

ITEM NO.	DESCRIPTION	AMOUNT
1	Install construction signage and site fencing. Lift and stock pile concrete wheel stops and no post barriers and re-install after paving. Supply and install riser rings for 2 manholes and a water service box. Keep work area tidy throughout and at finish of work.	\$
2	Mill alligatored asphalt and perimeter areas 38 mm deep. Load and haul material off-site. Prime and base coat milled areas with hot mix asphalt flush to surrounding asphalt. Level course low areas with hot mix asphalt	\$
3	Supply, lay and compact hot mix asphalt 38 mm finished, by machine	\$
4	Paint lines and a new crosswalk	\$
	TOTAL TENDER PRICE	\$
	(5%) GST	\$
	(7%) PST	\$
	TENDER PRICE PLUS TAXES	\$

Form of Tender - Appendix 2

ESQUIMALT RECREATION CENTRE PARKING LOT ASPHALT RESURFACING

PRELIMINARY CONSTRUCTION SCHEDULE

INDICATE SCHEDULE WITH BAR CHART WITH MAJOR ITEM DESCRIPTIONS AND TIME

ACTIVITY	(Daily) CONSTRUCTION SCHEDULE												
	1	2	3	4	5								

All work must be started after June 21st and completed by June 29.

Form of Tender - Appendix 3

ESQUIMALT RECREATION CENTRE PARKING LOT ASPHALT RESURFACING

EXPERIENCE OF SUPERINTENDENT

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____
