



REQUEST FOR PROPOSAL

RFP No. DS 02-2016

**ESQUIMALT ROAD URBAN DESIGN GUIDELINES
Esquimalt, BC**

Date of Issue: May 18, 2016

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1. Project Background

Streets are the foundational design element in urban environments. They are critical for the transportation of people, goods, and services; they serve as conduits for utilities; they divide urban spaces into neighbourhoods and districts; but perhaps most important of all, they are a critical element to the social fabric of a community – a place where people partake in an assortment of convivial activities. It is this latter function of the street that will be the primary focus of the proposed “Esquimalt Road Urban Design Guidelines”.

“Supporting revitalization and beautification initiatives along Esquimalt Road” is one of Council’s strategic priorities. To this end, the Township is seeking the services of a multi-disciplinary urban design team to prepare a set of design guidelines for Esquimalt Road along with an economic analysis. The proposed Guidelines will address a variety of issues as indicated in the Project Objectives section. The guidelines will be an important foundational document that will inform the current review of the Official Community Plan (OCP). Eventually, most of the elements of the Guidelines will be incorporated into the OCP. Once incorporated into the OCP they will greatly enhance the decision making ability of Council since they will form a statutory framework from which Council will make decisions on everything from public works to rezoning and development permit applications along Esquimalt Road. Because the Guidelines will be embedded in the OCP, they will form a transparent public policy tool that will ensure consistent decision making.

The Guidelines would extend over the entire length of Esquimalt Road within Esquimalt’s boundaries from Canteen Road at the western terminus to Dominion Road at the border with the City of Victoria.

2. Project Budget

The total budget including all taxes and disbursements is \$140,000.00.

3. Project Objectives

The primary objective of this project is to create a set of urban design guidelines that address both the public and private realm and to integrate the urban design of the two realms into a seamless streetscape.

Urban Design Guidelines

The urban design guidelines should include the following elements:

1. Urban Design

- a. Identification of nodes, gateways, corridors, and termini;
- b. Identification of guidelines to ensure design connectivity between Esquimalt Road and major cross roads such as Head Street and Admirals Road;
- c. Identification of civic space (e.g. plazas) present and future including criteria for incorporating them into future developments;
- d. Identification of a street furniture (benches, bus shelters, bike racks, garbage containers, etc.) typology and location criteria;
- e. Identify ways to integrate heritage values into the urban form;
- f. Methods to create streets as ecosystems (e.g. Integrating storm water management into the public realm);
- g. Identification of design guidelines to create appropriate street walls (including building articulation);
- h. Identification of appropriate scales for buildings and other design elements to retain an urban village feel;
- i. Identify appropriate densities to accommodate future growth;
- j. Identification of potential innovative technologies to create smart streets;
- k. Identification of appropriate mixture of uses;
- l. Identification of proposed green building guidelines including use of innovative features such as green/living walls;
- m. Identification of design elements related to climate (e.g. solar access, use of awnings, etc.);
- n. Identification and protection of significant view corridors;
- o. Identification of appropriate building setbacks;
- p. Develop a frontage typology;
- q. Identification of appropriate building heights (minimum and maximum) in specific locations;
- r. Identify special design considerations for buildings on corners;
- s. Development of guidelines for building lighting;
- t. Identification of appropriate fenestration;
- u. Identification of detailed sidewalk design (width, materials, location) including the identification of areas where sidewalks can be widened and commercial uses such as patios can flow into the public realm;
- v. Develop guidelines for the outdoor display of goods near sidewalks;
- w. Where it is deemed appropriate to replace old streetlights, identification of appropriate types of street lights;

- x. Identification of proposed locations for public art including murals and street art;
 - y. Identification of methods and design strategies for enhancing conviviality;
 - z. Identification of design typologies for signage and wayfinding including a list of sign types that should be prohibited;
 - aa. Identification of design guidelines for landscaping including street trees (size, species, tree well standards, etc.);
 - bb. Identification of design guidelines for signage including types, materials, locations, and prohibitions;
 - cc. Identification of design guidelines for grey matter (manhole covers, tree grates, etc.);
 - dd. Identification of design guidelines to enhance walkability including the opportunities and costs associated with moving hydro poles from the sidewalk;
 - ee. Identification of design guidelines to enhance pedestrian and cyclist safety;
 - ff. Identification of principles of Crime prevention through environmental design; and
 - gg. Identification of design guidelines related to the location of off-street parking; and
 - hh. Identification of design guidelines to promote multi-modal transportation.
2. Branding and Marketing
- a. Suggest potential themes for the proposed urban design renewal;
 - b. The development of branding and marketing ideas must include an opportunity to receive proposals from the general public;
 - c. Suggest potential marketing opportunities that may arise from implementation of the proposed urban design guidelines.
3. Economics and Finance
- a. Provide an cost breakdown for the implementation of the proposed improvements to the public realm;
 - b. Suggest a rational phasing program for public realm improvements;
 - c. Provide an analysis of potential financial and economic impacts on property owners and businesses related to the implementation of the guidelines; and
 - d. Provide an analysis of the potential impacts on property tax revenues related to the use of the Revitalization Tax Exemption Bylaw provisions.
4. Engineering
- a. Review of existing service capacities and confirm that the proposed urban design elements are compatible with existing service capacities (i.e. low impact developments);
 - b. Provide an overview of maintenance considerations for design elements such as bioswales; and
 - c. Review existing lane configurations (including bicycle lanes) and confirm that the proposed urban design elements are compatible with existing service capacities;

Public Consultation

An extensive public consultation process will be required. The proposed consultation should allow property and business owners along Esquimalt Road to be directly engaged in the process of developing design guidelines. In addition, the development community needs to be consulted. Also the urban design team at the City of Victoria needs to be consulted in order to ensure that there is a coordinated suite of design guidelines along Esquimalt Road. There should also be a broader community wide public engagement strategy. A variety of public engagement techniques should be considered including both face-to-face and on-line methods.

4. Deliverables

Deliverables will include:

1. An Esquimalt Road Urban Design Guidelines document, both paper and digital, containing design guidelines for both the public and private domains. The guidelines should be extensively illustrated.
2. A 3-D digital computer model of Esquimalt Road showing existing and potential development including typical street views;
3. A economic analysis addressing issues such as: costs associated with the implementation of the guidelines, potential impacts on property values, potential intangible economic impacts, and potential taxation impacts.
4. Any other suggestions for Council's consideration.

5. Submission Requirements

Submissions should be divided into the following sections:

1. Title Page;
2. Transmittal Letter;
3. Introduction;
4. Overview of team depth and experience;
5. Proposed timeline;
6. Outline of public engagement process including a list of public engagement strategies;
7. Overview of proposed deliverables;
8. Innovation initiatives;
9. Appendix "A" – Examples of previous related work (overview of two or three previous projects); and
10. Appendix "B" – Three references.

6. Timelines

The work should be completed within 6 months of the contract being awarded.

7. Available Information

1. A consolidated version of the current Official Community Plan;
2. **Public Art Policy**;
3. A copy of the Zoning Bylaw;
4. Existing traffic counts;
5. Capital Regional District Pedestrian Cycling Master Plan Design Guidelines;
6. Digital maps with the following information:
 - a. Cadastral
 - b. Contours
 - c. Building foot prints
 - d. Lidar mapping information
 - e. Location of all Township of Esquimalt services
 - f. Existing zoning

8. Proposal Evaluation Criteria

Criteria	Weight
Team depth and experience (e.g. urban design, architecture, environmental, economic analysis, etc.)	20%
Degree of public engagement process (e.g. number and type of meetings, online engagement, degree to which the public gets to participate (Charrette vs open house) etc.)	30%
Proposed deliverables (e.g. final report, draft guidelines, draft development regulations, video, web ready material, newsletters, final presentation to Council etc.)	30%
Innovation	15%
References	5%

9. General Instructions for the Proponents

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

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

9.1.1 To accept any Proposal;

9.1.2 To reject any and/or all irregularities in the Proposal submitted;

9.1.3 To reject any and/or all Proposals;

9.1.4 To accept a Proposal that is not the lowest cost;

9.1.5 To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be deemed by the Township to be necessary in the circumstances;

9.1.6 To work with any Proponent whose Proposal, in the opinion of the Township, is in the best interest of The Township;

9.1.7 To cancel or re-issue the RFP.

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

**Director of Development Services
Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, British Columbia
V9A 3P1**

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

9.3 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.

9.4 All proposals must be received by: **MONDAY, JUNE 27, 2016 2:00 P.M. local time.**

9.5 Any Proposal received after 2:00 p.m. local time on Monday, June 27, 2016 will not be considered and will be returned unopened.

9.6 Telephoned, e-mailed and faxed Proposals will not be accepted.

9.7 Modification of a Proposal after RFP closing date will result in the return of the Proposal.

9.8 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.

9.9 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.

9.10 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).

9.11 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If The Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.

9.12 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.

9.13 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

9.14 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.

9.15 If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.

9.16 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.

9.17 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of The

Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.

9.18 The key personnel named in the Proponent's RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.

9.19 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of proponents to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.

9.20 Proponents responding to this competitive process agree to the terms and conditions of the RFP as issued by The Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Proponents who alter the document as issued may be disqualified from this competition.

9.21 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.

9.22 The successful Proponent must enter into a "Professional Services Agreement" substantially as attached as Schedule "A", including all terms and conditions included in the RFP.

9.23 The Proponent must be registered and remain in good standing, throughout the terms of the Agreement with the WorkSafe BC and will be required to provide evidence of same.

9.24 INSURANCE

9.24.1 The successful proponent will be required to be in possession of valid insurance policies in accordance with the Professional Services Agreement.

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

9.26 BEST OFFER

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

10. Schedule “A” Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Dated this [Click here to enter date.](#)th day of [Click here to enter month.](#), [Click here to enter year.](#)

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Esquimalt, BC V9A 3P1

(“The Township”)

OF THE FIRST PART

AND:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

(“Consultant”)

OF THE SECOND PART

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

The Parties agree as follows:

1.0 **AGREEMENT**

- 1.1 Attached hereto and forming part of this Agreement are:
 - 1. Schedule A – Services
 - 2. Schedule B – Terms of Payment
 - 3. Schedule C – Certificates of Insurance

2.0 **DEFINITIONS**

In this Agreement:

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

3.0 **TERM**

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

4.0 **SERVICES**

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

5.0 **INVOICING**

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

6.0 **PAYMENT**

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

7.0 **CONSULTANT**

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

8.0 **SUB-CONSULTANTS**

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

9.0 **INFORMATION AND PROPRIETARY RIGHTS**

- 9.1 The Township agrees to provide the Consultant with such information as may be reasonably required by the Consultant in the performance of the Services.
- 9.2 Any information collected or generated by the Consultant in the course of the performance of the Agreement is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), as well as all other regulation requirements governing the management of personal information.
- 9.3 The Consultant agrees that all data, information, and material provided to the Consultant by The Township are and shall be confidential, both during and after the term of this Agreement. The Consultant acknowledges that this is a fundamental term of this Agreement and the Consultant and its officers, directors, and employees will not directly or indirectly disclose or use at any time any confidential information acquired in the course of performing this Agreement. All provided data, reports, and material shall be returned to The Township upon termination of the Agreement.
- 9.4 All material prepared or assembled by the Consultant in connection with this Agreement and the Services shall be the property of The Township. This includes all reports,

drawings, sketches, designs, plans, specifications, media copy, logos, questionnaires, tapes, computer applications, photographs, and other materials of any type whatsoever. Proprietary software supplied by the Consultant is excluded.

- 9.5 Copyright and all such material shall belong exclusively to The Township and, whenever requested by The Township, the Consultant shall execute any and all applications, assignments, and other instruments which The Township deems necessary in order to apply for and obtain the copyright to any part of the work produced by the Consultant and in order to assign to The Township the sole and exclusive copyright in such work.

10.0 **LEGAL REQUIREMENTS**

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

11.0 **INDEMNITY AND INSURANCE**

- 11.1 The Consultant shall indemnify and save harmless The Township, its officers, agents, and employees against all third party claims, demands, actions, losses, expenses, costs or damages of every nature and kind whatsoever which they may incur or suffer as a result of the negligence of the Consultant or its officers, agents, or employees in the performance of this Agreement.
- 11.2 The Consultant shall maintain, in full force and effect with insurers licensed in the Province of British Columbia the following insurance:
1. Comprehensive General Liability Insurance in respect to the services and operations of the Consultant for bodily injury and/or property damage with policy limits of not less than \$2,000,000 per occurrence. The Township shall be added as an additional insured.
 2. Professional Liability Insurance in respect to the services provided by the Consultant with policy limits of not less than \$1,000,000 per claim.
 3. Certificates evidencing the existence of the policies shall be provided to The Township by the Consultant upon request and evidence of renewal shall be provided to The Township not less than thirty (30) days prior to the expiry dates of the policies.
 4. The Consultant shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Consultant shall maintain the required insurance during the term of this Agreement.
 5. If The Township wishes, because of its particular circumstances, or otherwise to increase the amount of coverage of the aforementioned insurance policy, or to obtain other special insurance coverage, then the Consultant will cooperate with The Township to obtain increased or special coverage at The Township's expense.

12.0 **BREACH OF CONTRACT**

- 12.1 Where The Township determines that the performance by the Consultant of the obligations in this Agreement is not in accordance with this Agreement, The Township may require the Consultant by written notice to remedy such deficiency at the Consultant's sole expense and within seven (7) days of the giving of notice.
- 12.2 If such deficiency is not remedied to the satisfaction of The Township, The Township shall have the right, but shall be under no obligation, to remedy the deficiency to its satisfaction at the sole expense of the Consultant.
- 12.3 The Consultant shall be liable for all costs incurred by The Township to remedy such deficiency including, but not be limited to, all legal fees and disbursements on a solicitor and own client (full indemnity) basis.

13.0 **SUSPENSION OF AGREEMENT**

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

14.0 **TERMINATION OF AGREEMENT**

- 14.1 The Township may terminate this Agreement by giving seven (7) days notice in writing, if the Consultant
 - 1. fails to fully complete the Services within the time limited by the Agreement, or
 - 2. fails to complete the Services to the satisfaction of The Township, or
 - 3. becomes insolvent, or
 - 4. commits an act of bankruptcy, or
 - 5. abandons the Project, or
 - 6. assigns the Agreement without the required written consent, or
 - 7. has any conflict of interest that may, in the opinion of The Township, have an adverse effect on the Project.
- 14.2 The Township may terminate this Agreement upon seven (7) days written notice to the Consultant if funds are not available for completion of the Services or if The Township abandons the Project.
- 14.3 The Township shall, in the event of termination of this Agreement, pay to the Consultant all amounts for completed work due to the Consultant in accordance with this Agreement, as well as all reasonable fees incurred up to the date of termination. The Township shall have no further liability of any nature whatsoever to the Consultant

for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.

- 14.4 The Consultant may terminate this Agreement upon seven (7) days written notice to The Township if any invoice payable by The Township to the Consultant for services in accordance with the terms of this Agreement remains unpaid for a period in excess of sixty (60) days upon receipt.
- 14.5 The Consultant agrees that termination or suspension of this Agreement or a change to the Services to be provided under this Agreement in accordance with clause 4.4 does not relieve or discharge the Consultant from any obligation under the Agreement or imposed upon it by law with respect to the Services or any portion of Services that it has completed.

15.0 **TERMINATION FOR CONVENIENCE**

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

16.0 **DISPUTE RESOLUTION**

- 16.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach may, upon the agreement of both parties, be referred to either:
 - 1. Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties;
 - or
 - 2. Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Commercial Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the choice shall be referred to the British Columbia Supreme Court for decision. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Commercial Arbitration Act* of British Columbia.

17.0 **FORCE MAJEURE**

- 17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental actions, act of public authority, Act of God, or to any other cause beyond its control except labour disruptions.
- 17.2 In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

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

18.0 NOTICES

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

The Corporation of the Township of Esquimalt

Attention: [Click here to enter name.](#)

1229 Esquimalt Road

Esquimalt BC V9A 3P1

Phone: (250) [Click here to enter phone number.](#) Fax: (250) [Click here to enter fax number.](#)

Email: [Click here to enter email address.](#)@esquimalt.ca

To the Consultant at:

[Click here to enter text.](#)

18.2 Such notice shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed, or the day following the day the notice is sent by fax or email.

18.3 Either party may, at any time, give notice in writing to the other of any change of address or other contact information.

GENERAL

19.0 ASSIGNMENT

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

20.0 TIME OF ESSENCE

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

21.0 GOVERNING LAW

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

22.0 PURCHASE ORDER

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

23.0 SEVERABILITY

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

24.0 WAIVER

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

25.0 EXECUTION

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

26.0 ENTIRE AGREEMENT

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

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

[Click here to enter consultant name.](#)

Corporation of the Township of Esquimalt

Per: _____

Per: _____

[Click here to enter name.](#)

[Click here to enter name.](#)

[Click here to enter title,
department.](#)

[Click here to enter title & name of](#)

Per: _____

Corporate Officer

Schedule "A"

Services

Schedule "B"

Terms of Payment

Schedule "C"

Certificate of Insurance