

# CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS MEETING

# AGENDA

10:00 a.m., after Annual General Meeting, Tuesday, March 28, 2017 625 Fisgard St., Victoria Room 488

1.	Approval of Agenda	<u>Item/Report Number</u>
2.	Approval of Minutes of January 24, 2017	17-07
3.	3816 Carey Rd.:	
	a) Presentation by Design Team b) Provisional Budget	PPS/CRHC 2017-06
4.	Carillon Place Roof Replacement 17/189	PPS/CRHC 2017-07
5.	Management Update	PPS/CRHC 2017-08

- 6. That the meeting be closed in accordance with the Community Charter Part 4, Division 3, 90 (1) (e) the acquisition, disposition or expropriation of land or improvements, if the board considers that disclosure could reasonably be expected to harm the interests of the regional district.
- 7. Adjournment



Minutes of a Meeting of the Capital Region Housing Corporation Board of Directors Held January 24, 2017 in Room 488, 625 Fisgard St, Victoria, BC

 PRESENT:
 Directors:
 B. Desjardins, Chair, Capital Regional District Board; D. Screech; R. Cooper; J. Carline; B. Braude; S. Price; W. McIntyre; G. Young

 Staff:
 K. Lorette; C. Culham; D. Metcalf; R. Loukes; P. Kitson; A. Genero; N. Chan

 Recorder:
 K. Kusnyerik

 Guests:
 R. Decksheimer & H. Crowe KPMG

The meeting was called to order at 10:05a.m.

## 1. APPROVAL OF AGENDA

It was MOVED by Director Carline, SECONDED by Director Desjardins

To approve the agenda as circulated.

## CARRIED

## 2. APPROVAL OF THE MINUTES OF DECEMBER 6, 2016

It was **MOVED** by Director Carline, **SECONDED** by Director Braude

That the minutes of December 6, 2016 be approved as circulated.

## CARRIED

## 3. AUDITOR'S ANNUAL ADDRESS

Heather Crowe presented CRHC's audited planning report for the year ending December 31, 2016.

C.Culham will arrange for the CRD Information Technology department to speak to the board regarding cyber security.

It was **MOVED** by Director Braude, **SECONDED** by Director Price

Motion to receive the audited planning report.

## CARRIED

10:21 R. Decksheimer & H. Crowe left the meeting.

## 4. CRHC 2017 UPDATED FIVE YEAR CAPITAL PLANS 2015-2019

C. Culham presented the staff report. It was requested that staff come back in July with an update on tenant unit upgrade requests.

10:42am Director Desjardins left the meeting.

It was **MOVED** by Director Carline, **SECONDED** by Director Price

Receive:

- a) CRHC 2017 updated Umbrella Operating Agreement Five Year Capital Plan 2015-2019;
- b) ILBC Operating Agreement (Parry Place) 2017 updated Five Year Capital Plan 2015-2019;

- c) No Operating Agreement Portfolio 2017 updated Five Year Capital Plan 2015-2019; and
- d) Status update of the Renewal, Redevelopment and Development Strategy (2016-2021).

CARRIED

# 5. LEBLOND STRATA – STRATA COUNCIL REPRESENTATIVE

Staff was requested to call a meeting of the strata council periodically.

It was **MOVED** by Director Carline, **SECONDED** by Director Cooper

Re-affirm their resolution of October 31, 2006 and retain the Senior Manager and Executive Committee as representatives for Lot #1 on the LeBlond Strata Council.

CARRIED

## 6. OPERATIONAL PLAN 2017

It was **MOVED** by Director McIntyre, **SECONDED** by Director Carline

Receive the 2017 Operational Plan be received for information.

CARRIED

CARRIED

CARRIED

# 7. TURNOVER AND VACANCY REPORT 2016

It was **MOVED** by Director Price, **SECONDED** by Director Braude

That the 2016 Turnover and Vacancy report be received for information.

## 8. MANAGEMENT UPDATE

It was MOVED by Director Braude SECONDED by Director Carline

Receive the report for information.

## 9. ADJOURNMENT

It was MOVED by Director Carline, SECONDED by Director Braude

That the meeting be adjourned.

The meeting was adjourned at 11:20 a.m.

David Screech, Chair

Kristine Kusnyerik, Recorder



# REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS MARCH 28, 2017

## **SUBJECT** 3816 Carey Road Development Provisional Budget

## **ISSUE**

Staff are seeking approval from the Capital Region Housing Corporation (CRHC) Board of Directors for the 3816 Carey Road development project provisional budget.

## BACKGROUND

On April 14, 2016, BC Housing and Management Commission (BCHMC) issued an Expression of Interest (EOI) for accessing the first year of Provincial Investment in Affordable Housing (PIAH) funding as part of the \$355 million commitment toward creating approximately 2,000 affordable rental housing units across the province for low to moderate income households.

## 3816 Carey Road authorization for development and EOI application

On June 8, 2016, the Capital Regional District (CRD) Board approved "That the Capital Region Housing Corporation be authorized to submit an application to the BC Housing Provincial Investment in Affordable Housing Program for developing the 3816 Carey Road affordable housing project."

On June 10, 2016, the CRHC Board of Directors "Authorize(d) the executive to sign the Expression of Interest Respondent Submission Form for EOI No. 1070-1516-117 for the 3816 Carey Road affordable housing project."

## Confirmation of funding through the Investment in Housing Innovation Funding (IHI)

On October 25, 2016, the CRHC received approval for the 3816 Carey Road development project under the Investment in Housing Innovation (IHI) fund which was an additional fund announced by the provincial government on September 19, 2016, to support the creation of 2,900 new units.

## Provisional Project Approval

In December, 2016, BCHMC informed staff that they would require Provisional Project Approval (PPA) by March 31, 2017. PPA includes: confirmation of project schedule, municipal approvals, project drawings, technical reports, confirmation of operating and capital budgets, and all equity contribution confirmation. BCHMC provided confirmation on March 16, 2017 that the 3816 Carey Rd. has received PPA. Even though CRHC received PPA, there are two outstanding items required from BCHMC as part of PPA – a signed lease between the CRD and CRHC for the 3816 property and a resolution from the CRHC Board of Directors confirming the \$1,000,000 cash equity contribution to the 3816 Carey Rd. development project from the CRHC Capital Surplus.

## The Project

The project is 73 units of mixed-use housing for families, seniors and individuals living with disabilities. Table 1 outlines the mix of residential units. A revised capital budget of \$18,250,235 is presented in Table 2.

# of units	Type of unit(s)	Size of unit(s)	Cost of unit(s)
<b>Rent Gear</b>	ed to Income Units		
7	studio units	364 s.f	\$375
5	1-bed accessible units	530 s.f.	\$375
3	1-bed units	440 s.f.	\$525
4	1-bed units	475 s.f.	\$525
4	2-bed units	820 s.f.	\$750
2	2-bed units	825 s.f	\$750
2	3-bed units	1120 s.f	\$1,050
<b>Below Mar</b>	ket Rent		
4	studio units	373 s.f	\$750
23	1-bed units	515 s.f.	\$920
3	1-bed+den units	583 s.f.	\$920
10	2-bed units	825 s.f	\$1,250
4	2-bed units	833 s.f.	\$1,250
2	3-bed units	1120 s.f	\$1,438
<b>Program S</b>	pace		
1	Program Space	660 s.f.	N/A
1	ILHS Office/Lounge/Laundry	430 s.f.	N/A
1	CRHC Office	127 s.f.	N/A
3	Communal Laundry	127 s.f.	N/A
3	Scooter Storage	133 s.f.	N/A

# Table 1: 73 Residential Suites and Resident's Program Space

## Table 2: Provisional Capital Budget (as approved by BCHMC)

<b>Gross Capital Budget</b>		\$18,250,235	
Proposed Equity	Land Costs (CRD)	\$2,500,000	
Contributions	CRHC equity contribution	\$1,000,000	
	Financing	\$8,465,573	
	Saanich estimated contribution	\$128,000	
	BC Housing contribution	\$6,156,662	

## ALTERNATIVES

1.

- a) Approve the 3816 Carey Road Development Provisional Budget of \$18,250,235; and
- Resolve that the Capital Region Housing Corporation (CRHC) will be providing a cash equity contribution of \$1,000,000 to the 3816 Carey Rd. development project from the CRHC Capital Surplus.
- 2. Refer the issue back to staff for more information.

## **IMPLICATIONS**

The development of affordable housing on the 3816 Carey Road site will help support the CRHC/CRD goal of increasing affordable housing in the region. The proposed development will be for 73 units of mixed use housing. It will include both rent geared to income and affordable housing units.

BCHMC provided confirmation on March 16, 2017 that the 3816 Carey Rd. has received PPA.

## CONCLUSION

On October 25, 2016, the CRHC received approval through the IHI for the funding of the 3816 Carey Road development project as per the proposal submitted under the PIAH EOI on June 15, 2016. The project is 73 units of mixed-use housing for families, seniors and individuals living with disabilities with a revised capital budget of \$18,250,235. BCHMC provided confirmation on March 16, 2017 that the 3816 Carey Rd. has received PPA however BCHMC still requires a resolution from the CRHC Board of Directors confirming the \$1,000,000 cash equity contribution to the 3816 Carey Rd. development project from the CRHC Capital Surplus.

## RECOMMENDATION

- 1. Approve the 3816 Carey Road Development Provisional Budget of \$18,250,235; and
- Resolve that the Capital Region Housing Corporation (CRHC) will be providing a cash equity of \$1,000,000 contribution to the 3816 Carey Rd. development project from the CRHC Capital Surplus.

Christine Culham Senior Manager Capital Region Housing Corporation

Keviń Lorette, P.Eng., MBA General Manager Planning and Protective Services Concurrence



# REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS MEETING OF MARCH 28, 2017

## **SUBJECT** Carillon Place Roof Replacement 17/189

## **ISSUE**

The Capital Region Housing Corporation (CRHC) Signing Authority requires that all contracts with a value over \$200,000 require the approval of the Board of Directors and must be signed by two members of the Executive Committee.

## BACKGROUND

## 2017 Roof Replacement

The CRHC approved the updated 2017 capital budget in January 2017. The 2017 budget allocation for roofs is \$490,000.

There are three roofs slated for replacement in 2017: Carillon Place, Brock Place and Cairns Park.

In 2016, CRHC staff hired Westcoast Roof Inspections Ltd. (Westcoast) to provide roof inspections for roofs within the 2017-2019 capital plan in order to better understand the costs and priorities for the required work. The 2016 roof inspection report confirmed a very poor rating of Carillon Place, Brock Place and Cairns Park and supported their placement in the capital plan for 2017.

The three roof replacement contracts were tendered. All bids came in over budget. The Brock Place roof can be deferred until 2018. The Cairns Park roof replacement budget is within the staff delegated authority and the decision to move forward with the contract can occur once staff establishes that there is capacity within the 2017 capital budget allocation.

## Carillon Place Tendering Process

- The contract 17/189 was publicly tendered through the Capital Regional District (CRD) website and BC Bid
- Four qualified contractors attended the site meeting.
- Three compliant bids were received. (Table 1)

Description	Cost with Lowest Bid	Second Bid	Third Bid
Compliant Bidders	Parker Johnston Ind	#2	#3
Compliant Bids	\$ 387,000	\$425,420	\$507,400
Contract Specifications	\$ 3,000	\$ 3,000	\$ 3,000
Inspection and Warranty fee (5% contract value)	\$19,350	\$21,271	\$25,370
Hazardous Mat. Roof Survey	\$ 1000	\$ 1000	\$ 1000
Contingency (10% of contract value)	\$38,700	\$42,524	\$50,740
Total	\$449,050	\$493,215	\$587,520

## Table 1: Summary of Bids for Carillon Roof

## ALTERNATIVES

- 1. Award Contract 17/189 for the Carillon Place Roof Replacement to Parker Johnston Industries in the amount of \$449,050 to be completed in 2017.
- 2. Refer back to staff to re-tender the Carillon Place Roof Replacement.

## FINANCIAL IMPLICATIONS

## Carillon Place

Carillon Place is a 15 unit townhome complex, built in 1998. The five building site still has the original roofing and gutter system in place.

The roof inspector had forecasted a budget of \$132,000 or \$12.00 per square foot. This was above the \$7.00 per square foot pricing identified for Brock Place and Cairns Park due to the challenges that are presented by the Carillon Place work site.

Carillon Place is located in James Bay and does not have adequate space for staging of the equipment needed for the roof replacement. Also, due to the steep pitched and the architecturally detailed roofs it will require scaffolding.

CRHC staff incorporated a contingency, the inspector service fees, the hazardous materials survey and the specifications fees for a total budget allocation of \$160,000.

The bids received for all of the roof allocations for 2017 were well over the estimates provided by Westcoast (Table 2).

Community	Number of units	Square feet	Roof Replacement Estimate as per Westcoast*	Bid amount*	Variance*
Carillon	15	11,000	\$132,000 \$12 square foot	\$387,000 \$35.18 square foot	\$255,000
Brock Place	30	36,000	\$252,000 \$7 square foot	\$378,096 \$10.50 square foot	\$126,096
Cairns	6	5,700	\$45,600 \$8 square foot	\$61,570 \$10.80 square foot	\$15,960
Total	51	52,700	\$429,600	\$826,666	\$397,056

## Table 2: Summary of Roofing Budgets

\*Not including soft costs and contingency.

CRHC cannot complete all of the planned roof replacements within the allocated budget identified in the 2017 capital plan.

Due to the priority and high cost of Carillon Place's roof replacement, the Brock Place roof replacement would need to be deferred until 2018 in order to remain within budget.

There is significant construction activity in the capital region and the market is currently very competitive.

The tender specification indicated that the contractor must be a Roofing Contractors Association of British Columbia (RCABC) approved contractor. Using an RCABC contractor provides assurances of qualified contractors, well-trained installers, accepted standards for materials, and

independent inspections and a 10 year warranty. CRHC also requires a bid bond and a surety bond for performance and labour and materials for the successful bidders. Not all companies are capable of having bond assurance. These factors can limit the number of contractors who can respond to the bid.

If CRHC chooses to retender, the specifications of the contract would need to change. An option would be to not require an RCABC warranty which might attract more contractors. If CRHC chooses to retender this current competitive process will need to cancelled, there will be no guarantee that the new bids will come in lower, and there is no guarantee that these contractors will bid again.

The CRHC will need to reassess the estimates in the 2018 and 2019 capital budgets for roof replacement to align with the actual costs that are currently being generated in the market.

## CONCLUSION

There is significant construction activity in the capital region and the market is currently very competitive. The three roof replacement contracts were tendered and came in over budget. CRHC staff are recommending prioritizing Carillon Place over Brock Place due to roof conditions. If CRHC chooses to retender the contract, the CRHC could miss the opportunity to get the work done in 2017. Staff will consider completing Cairns Park's roof replacement if budget allows.

## RECOMMENDATION

Award Contract 17/189 for the Carillon Place Roof Replacement to Parker Johnston Industries in the amount of \$449,050 to be completed in 2017.

Christine Culham Senior Manager Capital Region Housing Corporation

Kevin Lorette, P.Eng., MBA General Manager Planning and Protective Services

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkeyohnston-com

## THE RE-ROOFING AT CARILLON PLACE

#### SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Drawings and/or Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications and Drawings for a description of the work to be involved in each item.

ITEM	DESCRIPTION	UNITS	QTY <sup>(1)</sup>	RATE	AMOUNT
	rod - 2 buildings				\$ 349,500-
					\$
					\$
					\$
	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.				\$ 37,500.
	Contingency <sup>(2)</sup>				\$ .0
e	Subtotal				\$ 387,000
	Goods and Services Tax (GST) Registration No.				\$19,350:
	TOTAL TENDERED AMOUNT				\$`
	CARRIED to Page 9				406.350.00

NOTE: (1)

- The quantities listed in the Schedule of Prices and Estimated Quantities are approximate only and shall be used for the purpose of obtaining comparable tender amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Project/Property Manager of the Capital Region Housing Corporation prior to the commencement of such work. \*\* If applicable, the contingency allowance shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.

# ADDITIONAL WORK - UNIT PRICE SUPPLEMENT

ITEM	DESCRIPTION	RATE
1.0	LABOR RATES (Excluding G.S.T.)	
1.1	Carpenter (T.Q.)	\$_ <b>~~~</b> /Hr
1.2	Labourer	\$/ Hr
1.3	Sheet Metal Worker (T.Q.)	\$/ Hr
1.4	Roofer (Journeyman)	\$/ Hr
1.5	Roofer (Apprentice)	\$/ Hr
2.0	MATERIAL RATES (Excluding G.S.T.)	
2.1	Mark-up on Materials	<u>20</u> %
3.0	NOTES:	
<ul><li>Unit rates above are not to be included in the Total Tendered Amount sole discretion of the Housing Corporation to add to or delete from the with the consultant and successful contractor for this project.</li></ul>		delete from the Specifications, in consultation
3.2	this project, the contractor will be required ant and/or the Housing Corporation will verify	

14

3

#### THE RE-ROOFING AT CARILLON PLACE

#### LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Capital Region Housing Corporation to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

2620 Shakespeare St LOCATION: CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: CONTRACT VALUE: 65.500." 740-360.3000 DESCRIPTION OF WORK: re.100 the Homlet Island Highwany LOCATION: 210 CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: 260 - 300 - 3000 CONTRACT VALUE: 154.50. DESCRIPTION OF WORK: 5- Swilding 5 reroof, "Portage Place" LOCATION: CHRC 2249 CLIENT: Mccoy Rd. CONTACT NAME: **TELEPHONE NUMBER:** Sharon grigg FAX NUMBER: CONTRACT VALUE: 360-3000 250.

DESCRIPTION OF WORK:

3 - buildings "Campus View"

(e-roy

#### THE RE-ROOFING AT CARILLON PLACE

#### WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document.

NO VIOLATIONS IN PAST FIVE (5) YEARS: ( $\checkmark$ )	SIGNATURE: 6. A.

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION
			арана (тр. 1996) 1917 — Прила Парала, 1917 — Прила (тр. 1917) 1917 — Прила (тр. 1917)
	-	-	
5. A			

#### THE RE-ROOFING AT CARILLON PLACE

#### UNDERTAKING OF LIABILITY INSURANCE (to be submitted with Form of Tender)

TO: CAPITAL REGION HOUSING CORPORATION 631 Fisgard Street, Victoria, British Columbia V8W 1R7

We, the undersigned (INSERT INSURANCE COMPANY'S NAME)

a raine. homoson INC aNal

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

Parker Johnston Industrier Ltd.

in the amount of FIVE MILLION DOLLARS (5,000,000.00) Commercial General Liability Insurance, and including owned & non-owned automobile liability, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to: (CONFIRM THIS MATCHES)

- (a) Name the Corporation as an additional insured.
  - (b) State that such policy applied to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured, and
  - (c) State that such policy cannot be cancelled, lapsed or materially changed without at least THIRTY
     (30) DAYS written notice to the Corporation, delivered to the Property Manager at 631 Fisgard Street, Victoria, British Columbia.

The coverage provided by such insurance shall protect the Contractor and the Corporation during the carrying out of the works specified in the attached Form of Tender.

Dated at Victoria	_, British Columbia, this	22	_day of _	March	. 17 .

Yours very truly,

(To be signed by Insurance Company)

as Contractor,

as Surety,

See attached bid bond

#### CAPITAL REGION HOUSING CORPORATION

- 15 -

#### THE RE-ROOFING AT CARILLON PLACE

BID BOND

(to be submitted with Form of Tender)

KNOW ALL MEN BY THESE PRESENTS THAT:

hereinafter called the Contractor, and

hereinafter called the Surety, are jointly and severally held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, as Owner, hereinafter called the Corporation, in the amount of

(\$

lawful money of Canada (being TEN PER CENT (10%) OF THE TOTAL TENDERED AMOUNT), for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

### "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, before the expiration of SIXTY (60) DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Corporation an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give good and sufficient Performance Bond and Labour and Materials Payment Bond, each in the relative form annexed and each for FIFTY PERCENT (50%) of the TOTAL TENDERED AMOUNT, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Corporation the difference in money between the amount of tender of the Contractor and the amount for which the Corporation legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of4 the Contractor, the Surety and the Corporation and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this	day of	
/		

Signature & Corporate Seal of Contractor

Signature & Corporate Seal of Surety

#### THE RE-ROOFING AT CARILLON PLACE

UNDERTAKING OF SURETY (Performance Bond) (to be submitted with Form of Tender)

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Performance Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Performance Bond provided.

See attached performance bond (surety's consent) If the Contract is awarded to: DATED this day of

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

#### THE RE-ROOFING AT CARILLON PLACE

## UNDERTAKING OF SURETY (Labour and Materials Payment Bond) (to be submitted with Form of Tender)

.

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Labour and Materials Payment Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Labour and Materials Payment Bond provided.

If the Contract is awarded to:

DATED this

see attached

day of

CUNSENV

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Suretyis



Jardine Lloyd Thompson Canada Inc. Suite 350, 4396 West Saanich Road Victoria, BC V8Z 3E9

Tel: 250 388 4416 Fax: 250 388 9926

www.jltcanada.com

To whom it may concern:

# Parker Johnston Industries Ltd. Commercial General Liability Policy No. PK1302381000

This letter serves to confirm the attached Certificate of Insurance for Parker Johnston Industries Ltd. This policy, with a limit of \$10,000,000.00, covers commercial liability on all residential and commercial roofing and cladding projects, including those involving the use of open flame.

For further information, please contact James Clapp at Jardine Lloyd Thompson Canada Inc.

Yours truly, James Clapp Seniør Vice President

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkeyohnston-com

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkeyohnston-com

## THE RE-ROOFING AT CARILLON PLACE

#### SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Drawings and/or Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications and Drawings for a description of the work to be involved in each item.

ITEM	DESCRIPTION	UNITS	QTY <sup>(1)</sup>	RATE	AMOUNT
	rod - 2 buildings				\$ 349,500-
					\$
					\$
					\$
	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.				\$ 37,500.
	Contingency <sup>(2)</sup>				\$ .0
e	Subtotal				\$ 387,000
	Goods and Services Tax (GST) Registration No.				\$19,350:
	TOTAL TENDERED AMOUNT				\$`
	CARRIED to Page 9				406.350.00

NOTE: (1)

- The quantities listed in the Schedule of Prices and Estimated Quantities are approximate only and shall be used for the purpose of obtaining comparable tender amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Project/Property Manager of the Capital Region Housing Corporation prior to the commencement of such work. \*\* If applicable, the contingency allowance shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.

# ADDITIONAL WORK - UNIT PRICE SUPPLEMENT

ITEM	DESCRIPTION	RATE		
1.0	LABOR RATES (Excluding G.S.T.)			
1.1	Carpenter (T.Q.)	\$_ <b>~~~</b> /Hr		
1.2	Labourer	\$/ Hr		
1.3	Sheet Metal Worker (T.Q.)	\$/ Hr		
1.4	Roofer (Journeyman)	\$/ Hr		
1.5	Roofer (Apprentice)	\$/ Hr		
2.0	MATERIAL RATES (Excluding G.S.T.)			
2.1	Mark-up on Materials	<u>20</u> %		
3.0	NOTES:			
3.1	<ul> <li>Unit rates above are not to be included in the Total Tendered Amount. Unit rates will be used at th sole discretion of the Housing Corporation to add to or delete from the Specifications, in consultation with the consultant and successful contractor for this project.</li> </ul>			
3.2	<ul> <li>3.2 If or when unit rates are used during the course of this project, the contractor will be require to quantify the hours and materials, and the consultant and/or the Housing Corporation will ver prior to performing any additional work.</li> </ul>			

14

3

#### THE RE-ROOFING AT CARILLON PLACE

#### LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Capital Region Housing Corporation to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

2620 Shakespeare St LOCATION: CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: CONTRACT VALUE: 65.500." 740-360.3000 DESCRIPTION OF WORK: re.100 the Homlet Island Highwany LOCATION: 210 CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: 260 - 300 - 3000 CONTRACT VALUE: 154.50. DESCRIPTION OF WORK: 5- Swilding 5 reroof, "Portage Place" LOCATION: CHRC 2249 CLIENT: Mccoy Rd. CONTACT NAME: **TELEPHONE NUMBER:** Sharon grigg FAX NUMBER: CONTRACT VALUE: 360-3000 250.

DESCRIPTION OF WORK:

3 - buildings "Campus View"

(e-roy

#### THE RE-ROOFING AT CARILLON PLACE

#### WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document.

NO VIOLATIONS IN PAST FIVE (5) YEARS: (	SIGNATURE: 6. A.

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION
			арана (тр. 1996) 1917 — Прила Парала, 1917 — Прила (тр. 1917) 1917 — Прила (тр. 1917)
	-	-	
5. A			

#### THE RE-ROOFING AT CARILLON PLACE

#### UNDERTAKING OF LIABILITY INSURANCE (to be submitted with Form of Tender)

TO: CAPITAL REGION HOUSING CORPORATION 631 Fisgard Street, Victoria, British Columbia V8W 1R7

We, the undersigned (INSERT INSURANCE COMPANY'S NAME)

a raine. homoson INC aNal

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

Parker Johnston Industrier Ltd.

in the amount of FIVE MILLION DOLLARS (5,000,000.00) Commercial General Liability Insurance, and including owned & non-owned automobile liability, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to: (CONFIRM THIS MATCHES)

- (a) Name the Corporation as an additional insured.
  - (b) State that such policy applied to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured, and
  - (c) State that such policy cannot be cancelled, lapsed or materially changed without at least THIRTY
     (30) DAYS written notice to the Corporation, delivered to the Property Manager at 631 Fisgard Street, Victoria, British Columbia.

The coverage provided by such insurance shall protect the Contractor and the Corporation during the carrying out of the works specified in the attached Form of Tender.

Dated at Victoria	_, British Columbia, this	22	_day of _	March	. 17 .

Yours very truly,

(To be signed by Insurance Company)

as Contractor,

as Surety,

See attached bid bond

#### CAPITAL REGION HOUSING CORPORATION

- 15 -

#### THE RE-ROOFING AT CARILLON PLACE

BID BOND

(to be submitted with Form of Tender)

KNOW ALL MEN BY THESE PRESENTS THAT:

hereinafter called the Contractor, and

hereinafter called the Surety, are jointly and severally held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, as Owner, hereinafter called the Corporation, in the amount of

(\$

lawful money of Canada (being TEN PER CENT (10%) OF THE TOTAL TENDERED AMOUNT), for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

### "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, before the expiration of SIXTY (60) DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Corporation an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give good and sufficient Performance Bond and Labour and Materials Payment Bond, each in the relative form annexed and each for FIFTY PERCENT (50%) of the TOTAL TENDERED AMOUNT, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Corporation the difference in money between the amount of tender of the Contractor and the amount for which the Corporation legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of4 the Contractor, the Surety and the Corporation and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this	day of	
/		

Signature & Corporate Seal of Contractor

Signature & Corporate Seal of Surety

#### THE RE-ROOFING AT CARILLON PLACE

UNDERTAKING OF SURETY (Performance Bond) (to be submitted with Form of Tender)

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Performance Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Performance Bond provided.

See attached performance bond (surety's consent) If the Contract is awarded to: DATED this day of

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

#### THE RE-ROOFING AT CARILLON PLACE

## UNDERTAKING OF SURETY (Labour and Materials Payment Bond) (to be submitted with Form of Tender)

.

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Labour and Materials Payment Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Labour and Materials Payment Bond provided.

If the Contract is awarded to:

DATED this

see attached

day of

CUNSENV

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Suretyis



Jardine Lloyd Thompson Canada Inc. Suite 350, 4396 West Saanich Road Victoria, BC V8Z 3E9

Tel: 250 388 4416 Fax: 250 388 9926

www.jltcanada.com

To whom it may concern:

# Parker Johnston Industries Ltd. Commercial General Liability Policy No. PK1302381000

This letter serves to confirm the attached Certificate of Insurance for Parker Johnston Industries Ltd. This policy, with a limit of \$10,000,000.00, covers commercial liability on all residential and commercial roofing and cladding projects, including those involving the use of open flame.

For further information, please contact James Clapp at Jardine Lloyd Thompson Canada Inc.

Yours truly, James Clapp Seniør Vice President

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkeyohnston-com

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkey chaston - com

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkey chaston - com

## THE RE-ROOFING AT CARILLON PLACE

#### SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Drawings and/or Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications and Drawings for a description of the work to be involved in each item.

ITEM	DESCRIPTION	UNITS	QTY <sup>(1)</sup>	RATE	AMOUNT
	rod - 2 buildings				\$ 349,500-
					\$
					\$
					\$
	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.				\$ 37,500.
	Contingency <sup>(2)</sup>				\$ .0
e	Subtotal				\$ 387,000
	Goods and Services Tax (GST) Registration No.				\$19,350:
	TOTAL TENDERED AMOUNT				\$`
	CARRIED to Page 9				406.350.00

NOTE: (1)

- The quantities listed in the Schedule of Prices and Estimated Quantities are approximate only and shall be used for the purpose of obtaining comparable tender amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Project/Property Manager of the Capital Region Housing Corporation prior to the commencement of such work. \*\* If applicable, the contingency allowance shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.

# ADDITIONAL WORK - UNIT PRICE SUPPLEMENT

ITEM	DESCRIPTION	RATE
1.0	LABOR RATES (Excluding G.S.T.)	
1.1	Carpenter (T.Q.)	\$_ <b>~~~</b> /Hr
1.2	Labourer	\$/ Hr
1.3	Sheet Metal Worker (T.Q.)	\$/ Hr
1.4	Roofer (Journeyman)	\$/ Hr
1.5	Roofer (Apprentice)	\$/ Hr
2.0	MATERIAL RATES (Excluding G.S.T.)	
2.1	Mark-up on Materials	20_%
3.0	NOTES:	
3.1	Unit rates above are not to be included in the Total Tendered Amount. Unit rates will be used at the sole discretion of the Housing Corporation to add to or delete from the Specifications, in consultation with the consultant and successful contractor for this project.	
3.2	If or when unit rates are used during the course of this project, the contractor will be required to quantify the hours and materials, and the consultant and/or the Housing Corporation will verify prior to performing any additional work.	

14

3

#### THE RE-ROOFING AT CARILLON PLACE

#### LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Capital Region Housing Corporation to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

2620 Shakespeare St LOCATION: CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: CONTRACT VALUE: 65.500." 740-360.3000 DESCRIPTION OF WORK: re.100 the Homlet Island Highwany LOCATION: 210 CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: 260 - 300 - 3000 CONTRACT VALUE: 154.50. DESCRIPTION OF WORK: 5- Swilding 5 reroof, "Portage Place" LOCATION: CHRC 2249 CLIENT: Mccoy Rd. CONTACT NAME: **TELEPHONE NUMBER:** Sharon grigg FAX NUMBER: CONTRACT VALUE: 360-3000 250.

DESCRIPTION OF WORK:

3 - buildings "Campus View"

(e-roy

# THE RE-ROOFING AT CARILLON PLACE

#### WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document.

NO VIOLATIONS IN PAST FIVE (5) YEARS: (	SIGNATURE: 6. A.

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION
			арана (тр. 1996) 1917 — Прила Парала, 1917 — Прила (тр. 1917) 1917 — Прила (тр. 1917)
	-	-	
5. A			

# THE RE-ROOFING AT CARILLON PLACE

#### UNDERTAKING OF LIABILITY INSURANCE (to be submitted with Form of Tender)

TO: CAPITAL REGION HOUSING CORPORATION 631 Fisgard Street, Victoria, British Columbia V8W 1R7

We, the undersigned (INSERT INSURANCE COMPANY'S NAME)

a raine. homoson INC aNal

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

Parker Johnston Industrier Ltd.

in the amount of FIVE MILLION DOLLARS (5,000,000.00) Commercial General Liability Insurance, and including owned & non-owned automobile liability, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to: (CONFIRM THIS MATCHES)

- (a) Name the Corporation as an additional insured.
  - (b) State that such policy applied to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured, and
  - (c) State that such policy cannot be cancelled, lapsed or materially changed without at least THIRTY
     (30) DAYS written notice to the Corporation, delivered to the Property Manager at 631 Fisgard Street, Victoria, British Columbia.

The coverage provided by such insurance shall protect the Contractor and the Corporation during the carrying out of the works specified in the attached Form of Tender.

Dated at Victoria	_, British Columbia, this	22	_day of _	March	. 17 .

Yours very truly,

(To be signed by Insurance Company)

as Contractor,

as Surety,

See attached bid bond

# CAPITAL REGION HOUSING CORPORATION

- 15 -

#### THE RE-ROOFING AT CARILLON PLACE

BID BOND

(to be submitted with Form of Tender)

KNOW ALL MEN BY THESE PRESENTS THAT:

hereinafter called the Contractor, and

hereinafter called the Surety, are jointly and severally held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, as Owner, hereinafter called the Corporation, in the amount of

(\$

lawful money of Canada (being TEN PER CENT (10%) OF THE TOTAL TENDERED AMOUNT), for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

# "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, before the expiration of SIXTY (60) DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Corporation an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give good and sufficient Performance Bond and Labour and Materials Payment Bond, each in the relative form annexed and each for FIFTY PERCENT (50%) of the TOTAL TENDERED AMOUNT, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Corporation the difference in money between the amount of tender of the Contractor and the amount for which the Corporation legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of4 the Contractor, the Surety and the Corporation and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this	day of	
/		

Signature & Corporate Seal of Contractor

Signature & Corporate Seal of Surety

#### THE RE-ROOFING AT CARILLON PLACE

UNDERTAKING OF SURETY (Performance Bond) (to be submitted with Form of Tender)

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Performance Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Performance Bond provided.

See attached Performance bond (Surety's consent) If the Contract is awarded to: DATED this day of

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

#### THE RE-ROOFING AT CARILLON PLACE

# UNDERTAKING OF SURETY (Labour and Materials Payment Bond) (to be submitted with Form of Tender)

.

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Labour and Materials Payment Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Labour and Materials Payment Bond provided.

If the Contract is awarded to:

DATED this

see attached

day of

CUNSENV

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Suretyis



Jardine Lloyd Thompson Canada Inc. Suite 350, 4396 West Saanich Road Victoria, BC V8Z 3E9

Tel: 250 388 4416 Fax: 250 388 9926

www.jltcanada.com

To whom it may concern:

# Parker Johnston Industries Ltd. Commercial General Liability Policy No. PK1302381000

This letter serves to confirm the attached Certificate of Insurance for Parker Johnston Industries Ltd. This policy, with a limit of \$10,000,000.00, covers commercial liability on all residential and commercial roofing and cladding projects, including those involving the use of open flame.

For further information, please contact James Clapp at Jardine Lloyd Thompson Canada Inc.

Yours truly, James Clapp Seniør Vice President

1

#### CAPITAL REGION HOUSING CORPORATION

#### THE RE-ROOFING AT CARILLON PLACE

#### **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

# TOTAL TENDERED AMOUNT OF \$ 406,350,00 (lawful money of Canada) (Carried forward from the Schedule of Brices and Estimated Quantities)

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

The undersigned Tenderer hereby agrees that the said Schedule of Prices and Estimated Quantities and Total Tendered Amount include and cover all applicable duties, taxes and handling charges incidental to and forming part of this Contract.

SIGNÉD	6. DATED March 22/2017
NAME OF TENDERER	Parker Johnston Industrier Ltd.
CONTACT NAME	BriAN MacDonald
ADDRESS	6791 Oldfield Road, Jaanichton
	bc.
	Postal Code_VBM-Z A2
TELEPHONE NUMBER	(250) 382-9.181
FAX NUMBER	(250) 382-9183
E-MAIL ADDRESS	Brian e parkeyohnston-com

# THE RE-ROOFING AT CARILLON PLACE

# SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Drawings and/or Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications and Drawings for a description of the work to be involved in each item.

ITEM	DESCRIPTION	UNITS	QTY <sup>(1)</sup>	RATE	AMOUNT
	rod - 2 buildings				\$ 349,500-
					\$
					\$
					\$
	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.				\$ 37,500.
	Contingency <sup>(2)</sup>				\$ .0
e	Subtotal				\$ 387,000
	Goods and Services Tax (GST) Registration No.				\$19,350:
	TOTAL TENDERED AMOUNT				\$`
	CARRIED to Page 9				406.350.00

NOTE: (1)

- The quantities listed in the Schedule of Prices and Estimated Quantities are approximate only and shall be used for the purpose of obtaining comparable tender amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Project/Property Manager of the Capital Region Housing Corporation prior to the commencement of such work. \*\* If applicable, the contingency allowance shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.

# THE RE-ROOFING AT CARILLON PLACE

# SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Drawings and/or Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications and Drawings for a description of the work to be involved in each item.

ITEM	DESCRIPTION	UNITS	QTY <sup>(1)</sup>	RATE	AMOUNT
	rod - 2 buildings				\$ 349,500-
					\$
					\$
					\$
	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.				\$ 37,500.
	Contingency <sup>(2)</sup>				\$ .0
e	Subtotal				\$ 387,000
	Goods and Services Tax (GST) Registration No.				\$19,350:
	TOTAL TENDERED AMOUNT				\$`
	CARRIED to Page 9				406.350.00

NOTE: (1)

- The quantities listed in the Schedule of Prices and Estimated Quantities are approximate only and shall be used for the purpose of obtaining comparable tender amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Project/Property Manager of the Capital Region Housing Corporation prior to the commencement of such work. \*\* If applicable, the contingency allowance shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.

# ADDITIONAL WORK - UNIT PRICE SUPPLEMENT

ITEM	DESCRIPTION	RATE		
1.0	LABOR RATES (Excluding G.S.T.)			
1.1	Carpenter (T.Q.)	\$_ <b>~~~</b> /Hr		
1.2	Labourer	\$/ Hr		
1.3	Sheet Metal Worker (T.Q.)	\$/ Hr		
1.4	Roofer (Journeyman)	\$/ Hr		
1.5	Roofer (Apprentice)	\$/ Hr		
2.0	MATERIAL RATES (Excluding G.S.T.)			
2.1	Mark-up on Materials	<u>20</u> %		
3.0	NOTES:			
3.1	Unit rates above are not to be included in the Total Tendered Amount. Unit rates will be used at the sole discretion of the Housing Corporation to add to or delete from the Specifications, in consultation with the consultant and successful contractor for this project.			
3.2	If or when unit rates are used during the course of this project, the contractor will be required to quantify the hours and materials, and the consultant and/or the Housing Corporation will verify prior to performing any additional work.			

14

3

#### THE RE-ROOFING AT CARILLON PLACE

# LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Capital Region Housing Corporation to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

2620 Shakespeare St LOCATION: CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: CONTRACT VALUE: 65.500." 740-360.3000 DESCRIPTION OF WORK: re.100 the Homlet Island Highwany LOCATION: 210 CLIENT: CHRC CONTACT NAME: Sharon Grigg **TELEPHONE NUMBER:** FAX NUMBER: 260 - 300 - 3000 CONTRACT VALUE: 154.50 DESCRIPTION OF WORK: 5- Swilding 5 reroof, "Portage Place" LOCATION: CHRC 2249 CLIENT: Mccoy Rd. CONTACT NAME: **TELEPHONE NUMBER:** Sharon grigg FAX NUMBER: CONTRACT VALUE: 360-3000 250.

DESCRIPTION OF WORK:

3 - buildings "Campus View"

(e-roy

# THE RE-ROOFING AT CARILLON PLACE

#### WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document.

NO VIOLATIONS IN PAST FIVE (5) YEARS: (	SIGNATURE: 6. A.

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION
			арана (тр. 1996) 1917 — Прила Парала, 1917 — Прила (тр. 1917) 1917 — Прила (тр. 1917)
	-	-	
5. A			

# THE RE-ROOFING AT CARILLON PLACE

#### UNDERTAKING OF LIABILITY INSURANCE (to be submitted with Form of Tender)

TO: CAPITAL REGION HOUSING CORPORATION 631 Fisgard Street, Victoria, British Columbia V8W 1R7

We, the undersigned (INSERT INSURANCE COMPANY'S NAME)

a raine. homoson INC aNal

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

Parker Johnston Industrier Ltd.

in the amount of FIVE MILLION DOLLARS (5,000,000.00) Commercial General Liability Insurance, and including owned & non-owned automobile liability, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to: (CONFIRM THIS MATCHES)

- (a) Name the Corporation as an additional insured.
  - (b) State that such policy applied to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured, and
  - (c) State that such policy cannot be cancelled, lapsed or materially changed without at least THIRTY
     (30) DAYS written notice to the Corporation, delivered to the Property Manager at 631 Fisgard Street, Victoria, British Columbia.

The coverage provided by such insurance shall protect the Contractor and the Corporation during the carrying out of the works specified in the attached Form of Tender.

Dated at Victoria	_, British Columbia, this	22	_day of _	March	. 17 .

Yours very truly,

(To be signed by Insurance Company)

as Contractor,

as Surety,

See attached bid bond

# CAPITAL REGION HOUSING CORPORATION

- 15 -

#### THE RE-ROOFING AT CARILLON PLACE

BID BOND

(to be submitted with Form of Tender)

KNOW ALL MEN BY THESE PRESENTS THAT:

hereinafter called the Contractor, and

hereinafter called the Surety, are jointly and severally held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, as Owner, hereinafter called the Corporation, in the amount of

(\$

lawful money of Canada (being TEN PER CENT (10%) OF THE TOTAL TENDERED AMOUNT), for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

# "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, before the expiration of SIXTY (60) DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Corporation an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give good and sufficient Performance Bond and Labour and Materials Payment Bond, each in the relative form annexed and each for FIFTY PERCENT (50%) of the TOTAL TENDERED AMOUNT, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Corporation the difference in money between the amount of tender of the Contractor and the amount for which the Corporation legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of4 the Contractor, the Surety and the Corporation and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this	day of	
/		

Signature & Corporate Seal of Contractor

Signature & Corporate Seal of Surety

#### THE RE-ROOFING AT CARILLON PLACE

UNDERTAKING OF SURETY (Performance Bond) (to be submitted with Form of Tender)

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Performance Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Performance Bond provided.

See attached performance bond (surety's consent) If the Contract is awarded to: DATED this day of

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

#### THE RE-ROOFING AT CARILLON PLACE

# UNDERTAKING OF SURETY (Labour and Materials Payment Bond) (to be submitted with Form of Tender)

.

We, the undersigned

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Labour and Materials Payment Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Labour and Materials Payment Bond provided.

If the Contract is awarded to:

DATED this

see attached

day of

CUNSENV

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

Suretyis



Jardine Lloyd Thompson Canada Inc. Suite 350, 4396 West Saanich Road Victoria, BC V8Z 3E9

Tel: 250 388 4416 Fax: 250 388 9926

www.jltcanada.com

To whom it may concern:

# Parker Johnston Industries Ltd. Commercial General Liability Policy No. PK1302381000

This letter serves to confirm the attached Certificate of Insurance for Parker Johnston Industries Ltd. This policy, with a limit of \$10,000,000.00, covers commercial liability on all residential and commercial roofing and cladding projects, including those involving the use of open flame.

For further information, please contact James Clapp at Jardine Lloyd Thompson Canada Inc.

Yours truly, James Clapp Seniør Vice President



# SURETY'S CONSENT

Date: March 15, 2017

Bond No: 64031499-13

WHEREAS PARKER JOHNSTON INDUSTRIES LTD (the "Principal") has submitted a written tender to CAPITAL REGION HOUSING CORPORATION (the "Obligee") dated 22ND MARCH, **2017** (the "Tender Date"), concerning:

#### **RE-ROOFING AT CARILLON PLACE, CONTRACT 17/189**

and the condition of this obligation being such that if the Principal shall have the tender accepted within the time period prescribed in the tender, or if no time period is specified in the tender, within sixty (60) days from the closing date of tender, we, THE SOVEREIGN GENERAL INSURANCE COMPANY, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

- 1. a contract performance bond of (50%) of the contract price not exceeding the maximum sum of **FIFTY PERCENT OF THE AMOUNT OF THE TENDER**
- 2. a labour & material payment bond of (50%) of the contract price not exceeding the maximum sum of FIFTY PERCENT OF THE AMOUNT OF THE TENDER

This consent shall be null and void thirty (30) days following the award of the contract.

Provided however, it is specifically understood and agreed it shall be a condition of any Performance security issued that the Surety shall not be liable for any of the Principal's obligations under the Contract for events occurring or discovered after the expiration of one (1) year(s) from the date of substantial completion of the Principal's work under the Contract, notwithstanding anything contained in the contract to the contrary.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

THE SOVEREIGN GENERAL INSURANCE COMPANY

CAROLE J. BISSETT , Attorney in fact



**BID BOND** 

#### No. 64031499-13

#### Bond Amount 10% OF TENDER AMOUNT

**PARKER JOHNSTON INDUSTRIES LTD** as Principal, hereinafter called the Principal, and **SOVEREIGN GENERAL INSURANCE COMPANY** a corporation created and existing under the laws of **Canada** and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CAPITAL REGION HOUSING CORPORATION** as Obligee, hereinafter called the Obligee, in the amount of 10% of tender amount (10% of tender amount) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 22ND day of MARCH, in the year 2017

# for RE-ROOFING AT CARILLON PLACE, CONTRACT 17/189

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Sixty Days (60)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

Provided however, it is specifically understood and agreed it shall be a condition of any Performance security issued that the Surety shall not be liable for any of the Principal's obligations under the Contract for events occurring or discovered after the expiration of one (1) year(s) from the date of substantial completion of the Principal's work under the Contract, notwithstanding anything contained in the contract to the contrary.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 15TH day of MARCH, in the year 2017.

SIGNED and SEALED

in the presence of

ATTORNEY IN FACT

#### Principal PARKER JOHNSTON INDUSTRIES LTD

Signature ARMER Vame of person signing SOVEREIGN NCE COMPANY Signature

CAROLE J. BISSETT Attorney-In-Fact Name of person signing Date:March 15, 2017Project:Re-Roofing at Carillon Place, Contract 17/189Address:625 Superior Street, Victoria, BC

# RE: ADDENDUM No. I

Please note the following changes to the above mentioned Tender which will be known as Addendum No. 1. The content of this addendum will form an integral part of the Contract Documents. All costs associated with this addendum are to be included in the Tender price.

- I. All duct work and connections to stem type roof vents shall be performed by a qualified ventilation contractor.
- 2. Entrances to Units are to be protected with scaffolding.
- 3. Ridge caps for the Pabco Shingles shall be Shadow Cap (standard profile ridge caps).

Dated:	March 15, 2017		
Approved:	Dan Ini Il		

cc: Sharon Grigg, CRHC Alpha Roofing & Cladding Inc. Parker Johnston Industries Ltd. Top Line Roofing Ltd. Universal Sheet Metal Ltd.

Date Received

Received By

Contractor

#### THE RE-ROOFING AT CARILLON PLACE

#### AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT made this <u>28</u> day of <u>MARCH</u> in the year 20<u>1</u> by and between the CAPITAL REGION HOUSING CORPORATION, herein called "Owner", and , herein called the "Contractor".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

ARTICLE 1.

The Contractor shall:

- i) Be and assume the responsibilities of the Prime Contractor as defined in Part 3 of the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal laws, regulations, ordinances, codes, policies and procedures.
- ii) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered for the project entitled "THE RE-ROOFING AT CARILLON PLACE 17/189"
- iii) Commence to proceed actively with the work of the Contract within a period of FOURTEEN (14)
   CALENDAR DAYS of receipt of the Notice to Proceed and complete all work under this Contract within a period of <u>120</u> CALENDAR DAYS from the date of the Notice to Proceed subject to the provisions herein for the extension of Contract time, and shall guarantee all materials furnished and work performed, for a period of ONE (1) YEAR from the date of acceptance contained in the Notice of Acceptance.

#### ARTICLE 2.

The Owner will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

#### ARTICLE 3.

The Invitation to Tender, Instructions to Tenderers, executed Tender Form, General Conditions, Specifications, Appendices, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

#### ARTICLE 4.

No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.

# ARTICLE 5.

Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

# ARTICLE 6.

All communication in writing between the parties or between them and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the Owner for whom they are intended as per the following delivery schedule conditions:

- i) By hand on the date of delivery of the communication
- ii) By facsimile ONE (1) CALENDAR DAY following date of the communication
- iii) By registered mail THREE (3) CALENDAR DAYS following date of the communication
- iv) By regular mail SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

The Contractor a	
	(Address)
	(Fax No.)
	(Email)
The Owner at	631 Fisgard Street, Victoria, BC, V8W 1R7 (Address)
	250-361-4970 (Fax No.)
	<u>crdhousing@crd.bc.ca</u> (Email)

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

# For Individual or Partnership:

SIGNED, SEALED AND DELIVERED BY			
(Contractor – please print)	(Signature of Cont	ractor)	
In the presence of:	(Position)		
Name:			
Address:			
Occupation:			
For Limited Company:			
The Corporate Seal of			
(Contractor – please print full name of Company)			(Seal)
Was hereunto affixed in the presence of:			
Authorized Signing Officer and Position (please print)			
Signature of Authorized Signing Officer			

NOTE:

If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

# For Owner (the CAPITAL REGION HOUSING CORPORATION):

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Officer

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Office

THE RE-ROOFING AT CARILLON PLACE 17/189

MARCH 2017

# RE-ROOFING AT CARILLON PLACE

# TABLE OF CONTENTS

# PAGE

INVITATION FOR TENDER
INSTRUCTION TO TENDERERS
1.0 CONDITIONS OF TENDERING2
2.0 INSURANCE
3.0 SUBMITTING THE TENDER
4.0 ACCEPTANCE OF TENDER
5.0 QUALIFICATIONS AND EVALUATION CRITERIA6
6.0 PRE-TENDER SITE MEETING – MANDATORY
TENDER FORM
SCHEDULES OF PRICES & ESTIMATED QUANTITIES
ADDITIONAL WORK - UNIT PRICE SUPPLEMENTS
LIST OF PREVIOUS CONTRACTS
WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY
UNDERTAKING OF LIABILITY INSURANCE
BID BOND
UNDERTAKING OF SURETY (Performance Bond)
UNDERTAKING OF SURETY (Labour and Materials Payment Bond)17
PERFORMANCE BOND
LABOUR AND MATERIALS PAYMENT BOND
STATUTORY DECLARATION
AGREEMENT BETWEEN THE OWNER AND CONTRACTOR
GENERAL CONDITIONS
LETTER OF CREDIT
LIST OF DRAWINGS

# THE SPECIFICATIONS

APPENDIX A - OWNER'S NOTIFICATION OF HAZARD

THE DRAWINGS

#### THE RE-ROOFING AT CARILLON PLACE

# **INVITATION TO TENDER**

Sealed Tenders, plainly marked on the envelope "Tender for **RE-ROOFING at CARILLON PLACE**, **CONTRACT 17/189**" will be received by the Capital Region Housing Corporation at their offices at 631 Fisgard Street, Victoria, British Columbia up to **3:00:00pm** local time on **Wednesday, March 22, 2017** at which time they will be opened in public.

The works to be constructed under this Contract generally include the following:

The Work comprises of the supply of labour, materials, plant, equipment and all other services required for the removal and replacement of the existing gutters and roofs, at CARILLON PLACE (625 Superior Street, Victoria, BC). \*\*Please note this site has 2 Buildings and an Amenities Building and can only be accessed by one driveway for disposal, supplies etc.

Specifications, Drawings, Contract Documents, and Tender Form will be available for download from the CRD website by registered contractors; and at the Capital Region Housing Corporation, 631Fisgard Street, Victoria, BC on or after March 2, 2017.

Copies may be obtained from the Capital Region Housing Corporation, on payment of \$25.00 (GST included) for each copy requested, the sum of which is non-refundable. Digital copies may also be downloaded from <u>www.crd.bc.ca/about/contracts-rfps/</u> and at <u>www.bcbid.gov.bc.ca</u>. **Please bring your copy to the Mandatory Site visit for ease of reference.** 

The **Mandatory Site Meeting** will be held at "CARILLON PLACE", 625 Superior Street, Victoria, BC. **on Wednesday, March 8, 2017, at approximately 11:00 A.M.** The meeting will commence at the entrance to the complex in front of the common area laundry building. Parking is limited, please park on adjacent streets (no parking on Superior Street).

This meeting will follow the earlier 9:30 AM Site meeting at Brock Place in Langford and the Site Meeting at Cairns Park in Sidney will follow this meeting at approximately 1 PM.

A Ten Year RCABC Roof Star Guarantee will be required on this project. Only Contractors capable of providing this warranty are invited to bid on this project.

For direct <u>contractual enquiries</u> please contact Sharon Grigg (CRHC) at 250-360-3374 or sgrigg@crd.bc.ca Direct <u>technical enquiries</u> to Dan Twizell (Westcoast Roof Inspection Services Ltd.) at 250-743-2913 or dtwizell@shaw.ca (please cc. sgrigg@crd.bc.ca)

> Sharon Grigg Senior Property Manager Capital Region Housing Corporation

# THE RE-ROOFING AT CARILLON PLACE

# **INSTRUCTION TO TENDERERS**

# 1.0 CONDITIONS OF TENDERING

- 1.1 See the "General Conditions", for definitions of the various parties named in this Contract.
- 1.2 The Tenderer shall, unless specified otherwise, supply all labour, materials, plant, equipment and small tools necessary to carry out and complete the work as shown on the Drawings and described in the Specifications forming part of this Contract.
- 1.3 The Tenderer shall include in the tender sufficient amounts to cover the cost of labour, materials and equipment associated with items not listed in the Schedule of Prices and Estimated Quantities, but included in the Drawings and/or Specifications, either directly or by implication.
- 1.4 The submission of a tender shall be conclusive evidence that a Tenderer has:
  - (a) Carefully reviewed and understood all of the provisions of this LUMP SUM Contract;
  - (b) Ascertained the requirements of all relevant laws and regulations affecting the execution and carrying out of the Contract; and
  - (c) Thoroughly inspected the site and its surroundings and satisfied himself as to the form and nature of the site, the nature of the ground, the state of public services including access to and from the site, and the quantities and nature of the labour and materials involved in completion of the work under the Contract.
- 1.5 A tender may only be withdrawn prior to the scheduled time for the opening of tenders.
- 1.6 The Owner may in its absolute discretion reject any and all tenders.
- 1.7 Tenders shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after tenders have been opened.
- 1.8 The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender and no other act shall constitute acceptance of a tender.
- The successful Tenderer shall execute the Contract with the Owner within THIRTY (30)
   CALENDAR DAYS after the date of delivery of written notification of acceptance of the tender.
- 1.10 The successful Tenderer shall, prior to execution of the Contract, deliver the Insurance Policies to the Owner, together with written confirmation that all premiums are paid in full.

- 1.11 The Tenderer shall include in his tender provision for payment of all applicable sales taxes, licences and all or any municipal, provincial or federal charges in connection with the Contract and all freight and transportation charges where applicable.
- 1.12 The Tenderer is deemed to have satisfied himself before submitting this tender as to the correctness and sufficiency of the tender and the failure or neglect of a Tenderer to receive or examine any form, instrument, or other document or to acquaint himself with existing conditions shall in no way relieve the Tenderer of his obligations with respect to his tender and to the Contract.
- 1.13 Any alteration or interpretation of the Contract will be made in the form of a written Addendum which may be issued by the Owner at any time up to FIVE (5) CALENDAR DAYS prior to the tenders being opened.
- 1.14 Any Addendum issued by the Owner shall be maintained in the offices of the Capital Region Housing Corporation and a copy shall be made available to any Tenderer upon request.
- 1.15 Tenderers are responsible for ascertaining the existence and contents of any Addendum issued by the Owner.
- 1.16 All Tenderers shall acknowledge receipt and acceptance of each Addendum issued by signing and dating in the spaces provided and submitting the signed Addendum with the Tender. Any Tender submitted without the signed Addenda may be rejected by the Owner as an incomplete Tender.
- 1.17 Tenderers who have obtained tender documents from sources other than the CRD's or BCBid's website shall register with the Capital Region Housing Corporations' staff listed on the invitation to tender page at the front of this document. By doing so the tenderer will be added to a list to receive any Addendum issued by the Owner.
- 1.18 Tenders are to be subject to all relevant federal and provincial legislation and other applicable enactments as defined in the Interpretation Act (BC).
- 1.19 The Owner does not adopt or agree to be bound by any procedures or guidelines recommended, adopted or produced by any construction council or association in the tendering and award of the Contract on this project.
- 1.20 Local bylaws pertaining to noise, particularly from vehicles travelling to and from the job site will be strictly enforced.
- 1.21 This Contract, as well as any resultant studies and documents received, are under the control of the Capital Region Housing Corporation, and as such are subject to the Freedom of Information and Protection of Privacy Act. This means that they are subject to requests for access, although items may qualify for non-disclosure under Section 21 of the Act "...Release harmful to the business interests of a third party", or one or more of the other sections limiting access rights of requesters.
- 1.22 The terms used in these documents are non-gender specific and refer to both the feminine and the masculine.

# 2.0 INSURANCE

- 2.1 Tenders shall be accompanied by an Undertaking of Liability Insurance on the form included herein and issued by an insurance company licensed to conduct business in the Province of British Columbia.
- 2.2 The Undertaking of Liability Insurance shall be for those amounts and types of insurance specified in the General Conditions of the Contract.
- 2.3 The Bid Bond is to accompany the Tender, on the form included herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia, in an amount EQUIVALENT TO 10% OF THE TOTAL TENDERED AMOUNT. Or if the tenderer intends to use an Irrevocable Letter of Credit in place of the Bid Bond, a letter must be submitted by the <u>issuer</u> of the Irrevocable Letter of Credit with Tender Document to that effect.
- 2.4 An Undertaking of Surety, on the form included herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia shall provide for a PERFORMANCE BOND in an amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT conditioned upon the fulfilment of the Contract by the Contractor, shall also accompany the tender. Or if the tenderer intends to use an Irrevocable Letter of Credit in place of the Performance Bond, a letter must be submitted by the <u>issuer</u> of the Irrevocable Letter of Credit with Tender Document to that effect.
- 2.5 An Undertaking of Surety, on the form included herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia shall provide for a LABOUR AND MATERIALS PAYMENT BOND in an amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT conditioned upon the Contractor having made full payment to all claimants for all labour and material used or reasonably required for use in the performance of the Contract, shall also accompany the tender. Or if the tenderer intends to use an Irrevocable Letter of Credit in place of the Labour and Materials Payment Bond, a letter must be submitted by the <u>issuer</u> of the Irrevocable Letter of Credit with Tender Document to that effect.

# 3.0 SUBMITTING THE TENDER

- 3.1 All tenders must be prepared and executed on the forms set out in this document.
- 3.2 The Tender Form must be completed in full in ink or typewritten.
- 3.3 The signature of the Tenderer shall be under seal and in his handwriting or if the Tenderer is a corporation the tender shall be executed under its corporate seal.
- 3.4 Each tender must be submitted in a sealed envelope bearing on the outside the name and address of the Tenderer and plainly marked "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189". If forwarded by mail the sealed envelope containing the tender must be enclosed within a mailing envelope.

- 3.5 Tenders submitted by facsimile communication equipment (Fax) will not be considered. Modifications by Fax of tenders already submitted will be considered if received prior to the time set for closing of tenders, at Capital Region Housing Corporation Fax #250-361-4970. Prior to faxing, the Tenderer is to contact the contract lead at Capital Region Housing personally by telephone at 250-360-3374. Tenderers should not show the total tendered amount in a Fax modification.
- 3.6 Tenders shall be addressed to: Capital Region Housing Corporation 631 Fisgard Street Victoria, British Columbia, V8W 1R7
- 3.7 Tenders shall be delivered to the Capital Region Housing Corporation not later than the time and date stipulated in the "Invitation to Tender" included herein. Tenders not delivered by the stipulated time and date shall be returned unopened to the Tenderer.
- 3.8 Any request by a Tenderer for an explanation of the contents of this document shall be made in writing and directed to the Contract Lead of the Capital Region Housing Corporation. No request received less than SEVEN (7) CALENDAR DAYS prior to the date fixed for the opening of tenders will be given consideration. If an explanation is deemed necessary by the Owner, an Addendum may be issued pursuant to the terms stated in the "Conditions of Tendering".

# 4.0 ACCEPTANCE OF TENDER

- 4.1 Tenders not in the office of the Capital Region Housing Corporation by the time and date stipulated will be returned to the Tenderer unopened.
- 4.2 Any tender which is incomplete, conditional, obscure or contain erasures, alterations, escalator clauses and irregularities of any kind may be rejected by the Owner as an irregular tender.
- 4.3 Tenders, in consideration of the Owner considering this tender, shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after the opening of tenders and may not be withdrawn by the Tenderer during that time. The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender as expeditiously as possible and no other act shall constitute acceptance of a tender.
- 4.4 The successful Tenderer shall execute a Contract with the Owner within THIRTY (30) CALENDAR DAYS after the date of the written notification of the acceptance of his tender. The form of Contract Agreement shall be as contained herein, with such modifications as are necessary. The Contract Documents shall include any Addenda which may be issued.
- 4.5 Any Tender which does not include a completed List of Previous Contracts and WorkSafeBC Occupational Health and Safety Violations History form, as provided in the tender documents, may be rejected by the Owner as an incomplete Tender.
- 4.6 Following the opening of tenders, the Owner may in its discretion require any Tenderer to provide all or part of the following information:

- 4.6.1 A copy of the most recent financial statements of the Tenderer certified by an independent firm of Chartered Accountants.
- 4.6.2 Evidence that the Tenderer is a business in good standing in the Province of British Columbia and is capable of performing the Contract.
- 4.6.3 The Performance Bond or Irrevocable Letter of Credit required under the Form of Tender, within FOURTEEN (14) DAYS after the date of mailing of the notification of the acceptance of the tender and prior to the commencement of the Work.
- 4.6.4 The Labour and Materials Payment Bond or Irrevocable Letter of Credit required under the Form of Tender, within FOURTEEN (14) DAYS after the date of mailing of the notification of the acceptance of the tender and prior to the commencement of the Work
- 4.6.5 Names of subcontractors and description of the work to be performed by them, or confirmation that no subcontractor will be involved in this project.
- 4.6.6 A copy of all required licences, permits & certificates, including a copy of R.C.A.B.C. membership certificate.
- 4.6.7 Written assurance of sufficient qualified manpower in your employ to satisfactorily fulfil this Contract.
- 4.6.8 One set of any required Material Safety Data Sheets (MSDS) prior to commencement of work, for review and posting on job site; and
- 4.6.9 A detailed schedule of work and completion dates.
- 4.6.10 Such additional information as may satisfy the Owner that the Tenderer is capable of fulfilling the Contract.

#### 5.0 QUALIFICATIONS AND EVALUATION CRITERIA

- 5.1 The Tenderer is required to submit details of his previous experience with the type of work proposed and demonstrate his proven ability to complete the intended works within the scheduled period of time as specified in the Tender Documents. No award will be made to any Tenderer who cannot give satisfactory assurance as to his ability to carry out the works both from his financial rating, and by reason of his previous experience as a Tenderer on work of a similar nature to that contemplated in the Contract.
- 5.2 The lowest or any tender will not necessarily be accepted. The Owner reserves the right in its absolute discretion to accept the tender which it deems most advantageous and the right to reject any or all tenders, in each case without giving any notice. In no event will the Owner be responsible for the costs of preparation or submission of a tender.

- 5.3 Tenders which contain qualifying conditions or otherwise fail to conform to these Instructions to Tenderers may be disqualified or rejected. The Owner, however, may at its sole discretion reject or retain for consideration tenders which are non-conforming because they do not contain the content or form required by these Instructions to Tenderers or because they have not complied with the process for submission set out herein.
- 5.4 Tenderers will be evaluated based on the following criteria:
  - (a) Qualifications and related experience of the Tenderer and senior personnel to be assigned to this project;
  - (b) Performance of the Tenderer on similar projects;
  - (c) Past and present compliance of the Tenderer with all statutes, regulations, and bylaws affecting the Tenderer's work – the Owner will give particular attention to noncompliance violations of WorkSafeBC Occupational Health and Safety Regulations issued to the Tenderer within the last five (5) years;
  - (d) Lowest price to the Owner of having the work completed in accordance with the Contract Documents;
  - (e) The conformity of the tender to the requirements set forth in this Instructions to Tenderers; and
  - (f) Conformance with the timing provided for in the Specification.
- 5.5 The evaluation process will be conducted solely at the discretion of the Owner and the Owner may decide to utilize criteria in the review of tenders other than those set forth above and in particular, the price to carry out the work is not the only or primary criteria which will be utilized by the Owner. The Owner reserves the right to make inquiries regarding any or all Tenderers.
- 5.6 The Owner reserves the right, at its discretion, to negotiate with any Tenderer that the Owner believes has the most advantageous tender, or with any other Tenderer or Tenderers concurrently. In no event will the Owner be required to offer any modified terms to any other Tenderer prior to entering into a contract with the successful Tenderer and the Owner shall incur no liability to any other Tenderer as a result of such negotiations or modifications.
- 5.7 Tenderers are advised that after receipt of tenders and prior to award of Contract, Tenderers may be required to provide the Owner with additional information concerning the Tenderer or his tender including, but not limited to, a further breakdown of relevant components of the Total Tendered Amount.
- 5.8 The Total Tendered Amount used in the evaluation of tenders will be corrected for any arithmetic errors. The unit rates quoted will govern and the extensions will be adjusted if there are any inconsistencies between the two amounts.
- 5.9 No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender, and by submitting a tender each Tenderer shall be deemed to have agreed that it has no claim.

# 6.0 PRE-TENDER SITE MEETING - MANDATORY

6.1 A mandatory pre-tender site meeting for general contractors will be held on Wednesday, March 8, 2017, at approximately 11:00 A.M. at "CARILLON PLACE", 625 Superior Street, Victoria, BC. The meeting will commence at the entrance to the complex in front of the common area laundry building. Parking is limited, please park on adjacent streets (no parking on Superior Street). This meeting will follow the earlier 9:30 AM Site meeting at Brock Place in Langford and the Site Meeting at Cairns Park in Sidney will follow this meeting at approximately 1 PM.

Tenders from non-attendees will be rejected by the Owner and returned unopened to the Tenderer.

- 6.2 The purpose of the site meeting is for a general review of the existing site and proposed work and to respond to questions from Tenderers.
- 6.3 The site meeting is provided by the Owner for the general convenience of Tenderers and is not intended to be a thorough examination of all existing site and soil conditions. Attendance to the site meeting in no way limits the responsibility of the Tenderers to make their own independent determination of site conditions and any and all other pertinent factors in preparation of this Tender.
- 6.4 It is suggested that Contractors who are unfamiliar with Housing Corporation complexes arrange for additional site viewing, other than the mandatory site meeting, before tendering by making an appointment with the respective Caretaker.

#### THE RE-ROOFING AT CARILLON PLACE

# **TENDER FORM**

The undersigned Tenderer offers to provide, unless specified otherwise, all labour, material, plant, equipment and small tools necessary to complete all the work as set out in the Contract Documents for the

TOTAL TENDERED AMOUNT OF \$	(lawful money of Canada)
(Carried forward from the Schedule of Prices and Estimated Quantities)	-

The undersigned Tenderer agrees to complete the whole of the work specified in this Contract within a time, measured in calendar days, after the Notice to Proceed of \_\_\_\_\_\_ calendar days. (to be filled in by the Tenderer)

The undersigned Tenderer hereby agrees that the said Schedule of Prices and Estimated Quantities and Total Tendered Amount include and cover all applicable duties, taxes and handling charges incidental to and forming part of this Contract.

SIGNED	DATE	D
NAME OF TENDERER		_
CONTACT NAME		_
ADDRESS		
	_Postal Code	_
TELEPHONE NUMBER		_
FAX NUMBER		_
E-MAIL ADDRESS		

## THE RE-ROOFING AT CARILLON PLACE

#### SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following items of work. The cost of work not specifically mentioned in this Schedule but included in the Drawings and/or Specifications, either directly or by implication, are to be included in the item to which it is most applicable. The Tenderer shall refer to the Specifications and Drawings for a description of the work to be involved in each item.

ITEM	DESCRIPTION	UNITS	QTY (1)	RATE	AMOUNT
					\$
					\$
					\$
					\$
	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.				\$
	Contingency <sup>(2)</sup>				\$
	Subtotal				\$
	Goods and Services Tax (GST) Registration No				\$
	TOTAL TENDERED AMOUNT				\$
	CARRIED to Page 9				

- NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities are approximate only and shall be used for the purpose of obtaining comparable tender amounts only.
  - (2) No payment of the contingency allowance shall be made unless authorized in writing by the Project/Property Manager of the Capital Region Housing Corporation prior to the commencement of such work. \*\* If applicable, the contingency allowance shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.

ITEM	DESCRIPTION	RATE		
1.0	LABOR RATES (Excluding G.S.T.)			
1.1	Carpenter (T.Q.)	\$	/ Hr	
1.2	Labourer	\$	/ Hr	
1.3	Sheet Metal Worker (T.Q.)	\$	/ Hr	
1.4	Roofer (Journeyman)	\$	/ Hr	
1.5	Roofer (Apprentice)	\$	/ Hr	
2.0	MATERIAL RATES (Excluding G.S.T.)			
2.1	Mark-up on Materials	%		
3.0	NOTES:			
3.1	Unit rates above are not to be included in the Total Tendered Amount. Unit rates will be used at the sole discretion of the Housing Corporation to add to or delete from the Specifications, in consultation with the consultant and successful contractor for this project.			
3.2	If or when unit rates are used during the course of this project, the contractor will be required to quantify the hours and materials, and the consultant and/or the Housing Corporation will verify prior to performing any additional work.			

# ADDITIONAL WORK – UNIT PRICE SUPPLEMENT

## THE RE-ROOFING AT CARILLON PLACE

## LIST OF PREVIOUS CONTRACTS

The Tenderer shall fill in details below of the most recent contracts he has undertaken with work of a nature similar to this proposed Contract.

It is the intention of the Capital Region Housing Corporation to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Owner may contact the references given below before awarding the Contract.

LOCATION:

CONTACT NAME:

CONTRACT VALUE:

DESCRIPTION OF WORK:

LOCATION:

CONTACT NAME:

CONTRACT VALUE:

DESCRIPTION OF WORK:

CLIENT:

## CLIENT:

TELEPHONE NUMBER: FAX NUMBER:

**TELEPHONE NUMBER:** 

FAX NUMBER:

LOCATION:

CONTACT NAME:

CONTRACT VALUE:

DESCRIPTION OF WORK:

CLIENT:

TELEPHONE NUMBER: FAX NUMBER:

## THE RE-ROOFING AT CARILLON PLACE

## WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Region Housing Corporation to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document.

NO VIOLATIONS IN PAST FIVE (5) YEARS: ( )	SIGNATURE:
---	------------

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION

#### THE RE-ROOFING AT CARILLON PLACE

#### UNDERTAKING OF LIABILITY INSURANCE

(to be submitted with Form of Tender)

TO: CAPITAL REGION HOUSING CORPORATION 631 Fisgard Street, Victoria, British Columbia V8W 1R7

We, the undersigned (INSERT INSURANCE COMPANY'S NAME)

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

in the amount of FIVE MILLION DOLLARS (5,000,000.00) Commercial General Liability Insurance, and including owned & non-owned automobile liability, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to: (CONFIRM THIS MATCHES)

- (a) Name the Corporation as an additional insured.
  - (b) State that such policy applied to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured, and
  - (c) State that such policy cannot be cancelled, lapsed or materially changed without at least THIRTY
     (30) DAYS written notice to the Corporation, delivered to the Property Manager at 631 Fisgard
     Street, Victoria, British Columbia.

The coverage provided by such insurance shall protect the Contractor and the Corporation during the carrying out of the works specified in the attached Form of Tender.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Yours very truly,

(To be signed by Insurance Company)

#### THE RE-ROOFING AT CARILLON PLACE

#### **BID BOND**

(to be submitted with Form of Tender)

KNOW ALL MEN BY THESE PRESENTS THAT:

hereinafter called the Contractor, and

\_\_\_\_as Surety,

as Contractor,

hereinafter called the Surety, are jointly and severally held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, as Owner, hereinafter called the Corporation, in the amount of

\_\_\_\_\_(\$\_\_\_\_\_)

lawful money of Canada (being TEN PER CENT (10%) OF THE TOTAL TENDERED AMOUNT), for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

#### "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, before the expiration of SIXTY (60) DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Corporation an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give good and sufficient Performance Bond and Labour and Materials Payment Bond, each in the relative form annexed and each for FIFTY PERCENT (50%) of the TOTAL TENDERED AMOUNT, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Corporation legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of4 the Contractor, the Surety and the Corporation and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this	day of	,	

Signature & Corporate Seal of Contractor

Signature & Corporate Seal of Surety

## THE RE-ROOFING AT CARILLON PLACE

#### UNDERTAKING OF SURETY (Performance Bond)

(to be submitted with Form of Tender)

We, the undersigned \_\_\_\_\_

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Performance Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Performance Bond provided.

If the Contract is awarded to:

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

#### THE RE-ROOFING AT CARILLON PLACE

#### **UNDERTAKING OF SURETY (Labour and Materials Payment Bond)**

(to be submitted with Form of Tender)

We, the undersigned \_\_\_\_\_

do hereby agree to become bound unto the Capital Region Housing Corporation in:

(a) A Labour and Materials Payment Bond in the amount EQUIVALENT TO 50% OF THE TOTAL TENDERED AMOUNT and drawn up in accordance with the requirements specified in the contract documents on the Form of Labour and Materials Payment Bond provided.

If the Contract is awarded to:

DATED this\_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_.

Signature and Corporate Seal of Surety Company Licensed to Conduct Business in the Province of British Columbia

### THE RE-ROOFING AT CARILLON PLACE

## PERFORMANCE BOND

Note: This form, if required, will be submitted <u>only by successful tenderer</u> upon executing Contract.

## KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_\_as Contractor, hereinafter called the Contractor, and

\_\_\_\_\_\_\_as Surety, hereinafter called the Surety are held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, hereinafter called the Corporation, the amount of

(\$\_\_\_\_\_) lawful money of Canada, for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor has entered into a written contract with the Corporation, dated the \_\_\_\_\_ day of

### for: "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

in accordance with the Specifications submitted therefore which Contract, Specifications, and all other contract documents, and amendments thereto, to the Extent herein provided for, are by reference made part herein provided for, are by reference made part herein and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Contractor shall be, and declared by Corporation to be, in default under the Contract, the Corporation, having performed Corporation's obligations hereunder, the Surety will promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions.
- (2) Obtain a bid or bids for submission to the Housing Corporation for completing the Contract in accordance with its terms and conditions, and upon determination by Housing Corporation and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Housing Corporation and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the mount set forth in the first paragraph hereof. The term "Balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by the Housing Corporation to the Contractor under the Contract less the amount paid by Housing Corporation to Contractor.

Any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the final payment under this Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this bond to or the use of any person or corporation other than the Housing Corporation named herein or the heirs, executors, administrators or successors to the Housing Corporation.

IN TESTIMONY WHEREOF the Contractor has hereto set its hand and affixed its seals, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_,

Signature & Corporate Seal of Contractor

Signature & Corporate Seal of Surety

### THE RE-ROOFING AT CARILLON PLACE

### LABOUR AND MATERIALS PAYMENT BOND

Note: This form, if required, will be submitted <u>only by successful tenderer</u> upon executing Contract.

#### KNOW ALL MEN BY THESE PRESENTS THAT:

	_ as Contractor,
homeinstean called the Contractor and	

hereinafter called the Contractor, and

\_\_\_\_\_as Surety,

hereinafter called the Surety, are held and firmly bound unto the CAPITAL REGION HOUSING CORPORATION, hereinafter called the Corporation, the amount of

\_\_\_\_\_(\$\_\_\_\_\_)

lawful money of Canada, for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Contractor has entered into a written contract with the Corporation, dated the \_\_\_\_\_ day of

### for: "RE-ROOFING at CARILLON PLACE, CONTRACT 17/189"

in accordance with the Specifications submitted therefore which Contract, Specifications, and all other Contract documents, and amendments thereto, to the extent herein provided for, are by reference made part herein provided for, are by reference made part herein and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labour and material used or reasonably required for use in the performance of the Contract, (including any amendments thereto, provided such amendments do not collectively increase the amount to be paid to the Contractor by more than FIFTY PERCENT (50%) of the amount of the Contract except with the written consent of the Surety) then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject, however to the following conditions:

- (1) A claimant is defined as one having a direct Contact with the Contractor for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
- (2) The above-named Contractor and Sureties hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of NINETY (90) DAYS after the date on which the last of such claimant's work or labour was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon.

- (3) No suit or action shall be commenced hereunder by any claimant,
  - claimant shall (a) Unless have given written notice to the Contractor and the Surety at at\_ ONE HUNDRED AND within TWENTY (120) DAYS after such claimant did or performed the last of the work or labour, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the materials were furnished, or for whom the work or labour was done or performed. Such notice shall be served by mailing the same by REGISTERED MAIL to the Contractor and to the Surety at their address as given herein.
  - (b) After the expiration of ONE (1) YEAR following the date of which the Contractor ceased work on said Contract including work performed under the guarantees provided in the Contract.
  - (c) Other than in a court of competent jurisdiction in the Province or District in which the project, or any part thereof, is situated and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Sureties of builders' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (5) The Sureties shall not be liable for a greater sum than the specified penalty of this bond.

PROVIDED, HOWEVER, that not variation or alteration of the terms of the said Contract made by agreement between the Corporation and the Contractor, or in the extent, nature or method of performance of the work to be constructed, maintained, and completed there under, and no allowances of time by the Corporation or its representatives under the said Contract nor in any waiver, forbearance, or forgiveness in or in respect of any matter or thing concerning the said Contract or the conduct or performance thereof by the Contractor on the part of the Corporation or the said representatives, shall in any way release the Surety from any liability under the above-written bond. Notice to the Sureties of any such variation, alteration, allowance of time, waiver, forbearance or forgiveness is hereby waived by the Surety.

No right of action shall accrue on this bond to or the use of any person or corporation other than the Housing Corporation named herein or the heirs, executors, administrators or successors to the Housing Corporation.

IN TESTIMONY WHEREOF the Contractor has hereto set its hand and affixed its seals, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this

\_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_.

### THE RE-ROOFING AT CARILLON PLACE

#### STATUTORY DECLARATION

## [The Form of the Statutory Declaration shall be as laid out herein]

IN THE MATTER OF:

THE RE-ROOFING AT CARILLON PLACE 17/189

TO WIT:

I,

(Contractor to fill in name and company address)

in the Province of British Columbia do solemnly declare

1. That I am \_\_\_\_\_

(Official Position with the company and name of company)

and as such have personal knowledge of the facts hereunder declared.

2. That all employees, subcontractors and suppliers used in connection with the work have been fully paid and satisfied by the Contractor, and that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the work carried out and that no lien had been filed against the Owner's Lands or against any materials or equipment used in connection with the work or work done or materials supplied under the Contract.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

))

)

)))))

)

)

#### DECLARED BEFORE ME AT

\_\_\_\_\_\_ in the Province of British Columbia, on this day of \_\_\_\_\_\_, 20\_\_\_\_

A Commissioner for taking Affidavits for British Columbia

Signature of Contractor's Authorized Representative

### THE RE-ROOFING AT CARILLON PLACE

### AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ in the year 20\_\_\_\_\_ by and between the CAPITAL REGION HOUSING CORPORATION, herein called "Owner", and , herein called the "Contractor".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

#### ARTICLE 1.

The Contractor shall:

- i) Be and assume the responsibilities of the Prime Contractor as defined in Part 3 of the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal laws, regulations, ordinances, codes, policies and procedures.
- Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered for the project entitled "THE RE-ROOFING AT CARILLON PLACE 17/189"
- iii) Commence to proceed actively with the work of the Contract within a period of FOURTEEN (14) CALENDAR DAYS of receipt of the Notice to Proceed and complete all work under this Contract within a period of \_\_\_\_\_ CALENDAR DAYS from the date of the Notice to Proceed subject to the provisions herein for the extension of Contract time, and shall guarantee all materials furnished and work performed, for a period of ONE (1) YEAR from the date of acceptance contained in the Notice of Acceptance.

#### ARTICLE 2.

The Owner will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

#### ARTICLE 3.

The Invitation to Tender, Instructions to Tenderers, executed Tender Form, General Conditions, Specifications, Appendices, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

#### ARTICLE 4.

No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.

#### ARTICLE 5.

Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

#### ARTICLE 6.

All communication in writing between the parties or between them and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the Owner for whom they are intended as per the following delivery schedule conditions:

- i) By hand on the date of delivery of the communication
- ii) By facsimile ONE (1) CALENDAR DAY following date of the communication
- iii) By registered mail THREE (3) CALENDAR DAYS following date of the communication
- iv) By regular mail SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

The Contractor a	at
	(Address)
	(Fax No.)
	(Email)
The Owner at	631 Fisgard Street, Victoria, BC, V8W 1R7 (Address)
	250-361-4970 (Fax No.)
	<u>crdhousing@crd.bc.ca</u> (Email)

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

# For Individual or Partnership:

SIGNED, SEALED AND DELIVERED BY		
(Contractor – please print)	(Signature of Contractor)	
In the presence of:	(Position)	
Name:		
Address:		
Occupation:		
For Limited Company:		
The Corporate Seal of		
(Contractor – please print full name of Company)		(Seal)
Was hereunto affixed in the presence of:		
Authorized Signing Officer and Position (please print)		

Signature of Authorized Signing Officer

NOTE:

If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

# For Owner (the CAPITAL REGION HOUSING CORPORATION):

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Officer

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Office

GENERAL CONDITIONS

# THE RE-ROOFING AT CARILLON PLACE

## GENERAL CONDITIONS

## LIST OF GENERAL CONDITIONS

## ARTICLE NUMBER

GENERAL	1
DEFINITIONS	
TERMINATION OF CONTRACT BY OWNER	3
NORMAL HOURS OF WORK	4
EXISTING UTILITIES	
LOSS OR DAMAGE	
NOISE	
REGULATIONS AND PERMITS	8
PUBLIC SAFETY	
STATUTORY DECLARATION	10
PROGRESS PAYMENTS	
SUBSTANTIAL COMPLETION	
COMPLETION AND NOTICE OF ACCEPTANCE	13
WARRANTY	
INDEMNITY AND RELEASE BY CONTRACTOR	15
INSURANCE	
WORKERS' COMPENSATION	
BUILDERS' LIENS	
RELEASE OF HOLDBACKS	
RELEASE OF PROJECT/PROPERTY MANAGER	
COMPLETION BY CAPITAL REGION HOUSING CORPORATION	
DISPUTES	
NOTICES	
COMPLIANCE WITH LAW AND FEES	
WAIVER	
CONTINGENCY	
CHANGE ORDER WORK	
PAYMENT OF CHANGE ORDER WORK	
EFFECT OF CHANGE ORDER	
GOODS AND SERVICES TAX (G.S.T)	
PATENT FEES	
SAFETY REQUIREMENTS	32

### 1. GENERAL

This document consists of a number of separate parts which taken together form the whole of the agreement (the "Contract") between the successful Tenderer (the "Contractor") for provision of the labour and materials set out herein and the Capital Region Housing Corporation (the "Owner"). This Contract includes the Instructions to Tenderers, the Tender Form, the Schedule of Prices and Estimated Quantities, the Undertaking of Liability Insurance, the Agreement Between Owner and Contractor, the General Conditions, and required supporting documentation, the Contract Drawings, the Technical Specifications, and any Addenda which may be issued pursuant to the terms of the Contract.

## 2. DEFINITIONS

For the purposes of this Contract, the following shall apply:

"Calendar Days" shall be defined as 24 hours/day, 365 days of the year, inclusive of all statutory holidays.

"Contract Documents" or "Contract" shall mean the entire agreement between the Owner and Contractor and shall include all of those documents set out in the Table of Contents including the agreement between the Owner and Contractor, the general conditions, specifications and drawings, and tender documents as well as any addenda incorporated therein.

"Contractor" shall mean the successful Tenderer and the person who enters into the Agreement with the Owner.

"Insurance Policies" means those policies required pursuant to Section 14 of the General Conditions.

"PROJECT/PROPERTY MANAGER" shall mean the Project or Property Manager of the Capital Region Housing Corporation or the Authorized Representative as designated to the Contractor at the pre-construction meeting.

"Overhead" means the percentage which the Contractor may add to the price of materials incorporated into the Work as described in Section 24 of the General Conditions and shall include supervision, insurance, office accommodations, clerical and all other expenses incurred by the Contractor in relation to the work.

"Owner" shall mean the CAPITAL REGION HOUSING CORPORATION.

"Work" or "Works" shall, unless the context otherwise requires, mean the whole of the work, equipment, materials, labour, matters and things required to be done, furnished, and performed by the Contractor under this Contract.

"Working Days" shall be defined as the normal working hours of the Capital Region Housing Corporation which is five (5) days/week (8:00 a.m. to 5:00 p.m.) and excludes all legal holidays.

In this Contract, a reference to the Capital Region Housing Corporation or the Contractor includes their elected and appointed officers, employees, servants and agents.

#### 3. TERMINATION OF CONTRACT BY OWNER

- (a) This Contract may be terminated upon the occurrence of any of the following:
  - i) Where the Corporation is required to vacate the premises or quit the site of the Work;
  - ii) Where the Contractor, despite notice thereof, persists in rendering services unacceptable to the Owner or its tenants, or fails to abide by the terms and conditions of this Contract; or
  - iii) Where the Contractor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.
- (b) By reasonable notice addressed to the Contractor at their last address, the Corporation may terminate a contract effective the day put forth in the notice. If such day is not the last day of a contract month, payment for such Contract will be apportioned.
- (c) The CRD may at any time for any reason on fifteen (15) days written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be at the CRD's sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably require to terminate the Services and return the CRD's property to the CRD. Despite any other provision of this Agreement, if the CRD terminates this Agreement before the completion of all the Services, the CRD will pay to the Contractor all the amounts owing under the Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the CRD to the Contractor, and for certainty, no amount will be owing on account of lost profits, loss of opportunity, or any indirect or consequential loss relating to the portion of the Services no performed.

#### 4. NORMAL HOURS OF WORK

The normal hours of work shall be a maximum of eight (8) hours per day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be done at other times or on legal holidays except to carry out such work as is necessary for the proper care and protection of the work already performed, or in case of emergency, or in special cases that the Contractor has requested in writing and the Project/Property Manager has approved in writing. Inspection personnel will be provided by the Owner between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. If the Contractor elects to work outside these hours he must first make arrangements to do so in writing with the Project/Property Manager (email accepted). The additional cost (if any) of inspection by the Owner outside the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday shall be refunded by the Contractor to the Owner.

The Contractor is to be aware that entry to units and work at sites is impacted by the Residential Tenancy Act. Occupied units require a minimum of 5 full business days advance notice to the Owner in order to have entry access arranged for Works. Entry onto exterior common space or limited use areas such as yard enclosures and balcony/patios is to have 3 days courtesy notice. The Contractor is to work with site staff &/or project/property manager to provide clear communication of areas of work prior to commencement and for the duration of the project so as not to impact the Owner's interests.

### 5. EXISTING UTILITIES

The Contractor shall locate all existing utilities and service connections and shall preserve and protect them from damage. The Contractor is to use existing 'House' utilities only as designated by the Owner's site staff. At no time is the Contractor to use electrical or water facilities that are located within a designated space for exclusive use of by one or more of the tenants. Discuss available utilities with the Owner prior to bidding, if a concern. If required, the Contractor shall pay for any alterations to the electrical system, which may be required to accommodate the Contractor's equipment. Coordinate any required alterations with the Owner. Reinstate the system to the Owner's satisfaction upon completion.

#### 6. LOSS OR DAMAGE

The Contractor will be solely responsible for all loss or damage to material and equipment at the job site. If any loss or damage occurs, the Contractor shall immediately make good any such loss or damage at his own expense.

#### 7. NOISE

The Contractor shall not cause or permit excessive noise on the project during the entire length of time required to carry out the work. Without limiting the foregoing, the Contractor shall at all times strictly comply with any applicable bylaws relating to or regulating noise.

## 8. REGULATIONS AND PERMITS

- (a) The Contractor shall execute the work in a lawful manner, and shall pay any and all fees payable to any public body or officer or to any person in respect of the fulfilment of the work.
- (b) The Contractor shall conform to all requirements and regulations of all public bodies having jurisdiction.
- (c) The Contractor shall be in good standing with the Workers' Compensation Board and produce documentation to this effect prior to commencement of work.

#### 9. PUBLIC SAFETY

- (a) The Contractor shall effectively warn and protect the public from any danger resulting from the work being done.
- (b) No material or equipment shall be stored where it will interfere with the free and safe passage of tenants or public traffic, or in such a manner that it creates a hazard to the public at the end of each day's work or at other times when construction operations are suspended.
- (c) Observe and enforce construction safety measures required by BC Building Code, Fire Code and Workers' Compensation Board including for staging and scaffolding.

#### 10. STATUTORY DECLARATION

The Contractor shall, prior to receiving payment on each progress certificate except the first one, provide to the Owner a Statutory Declaration in the form provided herein, stating that "all employees, subcontractors and suppliers used in connection with the work have been fully paid and satisfied by the Contractor, that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the work carried out and that no lien has been filed against the Owner's lands or against any materials or equipment for work done or materials supplied under the Contract."

#### 11. PROGRESS PAYMENTS

At the end of each calendar month the Contractor will calculate all progress payments for that month and will prepare certificates for payment by the Owner. Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of work completed as determined by the Project/Property Manager or Authorized Representative. Where a lump sum price applies, payment will be calculated on the basis of the Project/Property Manager's or Authorized Representative's estimate of the percentage of work completed. Payments shall be made by the Owner within thirty (30) days of the date of the progress payment.

The payment certificate shall show as of the end of the last day of each calendar month the value of all labour and materials incorporated into the works, including extras, and all adjustments previously made whether additions or deductions. The certificate shall also show the aggregate of previous payments, the amounts withheld to comply with the builder's lien legislation, and the amount, if any, of the holdback released in respect of completed subcontracts. Except in respect of the final progress payment, the gross amount shown on such certificate, less the aggregate of all previous payments, previous sums withheld, and the amount then required to be withheld to comply with the applicable builder's lien legislation as set out below, shall become due and be payable by the Owner to the Contractor on or before the last day of the next month. In those cases where the work is such that the builder's lien legislation does not apply or does not require the retention of a holdback, the Owner may nevertheless retain holdbacks to the same extent as if such legislation applied to the work.

Ten per cent (10%) of each Progress Payment shall be retained by the Owner to comply with the *Builders' Lien Act* until payment is due.

#### 12. SUBSTANTIAL COMPLETION

Substantial Completion shall be considered to have been reached when all phases of the work are complete and ready for use and are so certified by the Project/Property Manager or Authorized Representative.

#### 13. COMPLETION AND NOTICE OF ACCEPTANCE

(a) When the Contractor is of the opinion that he has substantially performed the Work, he shall inspect the Work to ensure that all work has in fact been substantially performed, that it is in a clean and tidy condition and that it is ready for use by the Owner. He should then submit a written request to the Property Manager to determine whether the Contract has been substantially performed. The Property Manager will make an inspection and if he determines that the Contract has been substantially performed, he shall so advise the Owner and the Contractor, and a Certificate of Completion will be issued in accordance with the *Builders Lien Act*.

(b) The Property Manager will notify the Contractor in writing of any defects or deficiencies that require correction. When the defects or deficiencies have been corrected and the Work is ready in all respects for acceptance by the Owner and the Contractor has submitted to the Property Manager a written statement that all claims and demands of the Contractor for extra work or otherwise in connection with the Contract have been presented in writing to the Property Manager, and after the statutory declaration required under Article 8 has been provided, the Property Manager will recommend to the Owner that a Notice of Acceptance be issued to the Contractor. The Owner, subject to their acceptance of the Property Manager's recommendation, will issue the Notice of Acceptance.

#### 14. WARRANTY

The Contractor shall guarantee to maintain the work against any defects arising from faulty installation, faulty materials supplied under the Contract or faulty workmanship which may appear within one (1) year of the Notice of Substantial Completion.

The Contractor shall make all repairs or replacements necessary by reason of defects in materials or workmanship supplied, installed or carried out under this Contract, and bear the cost of any damage to other works resulting from such defects, which become known prior to one (1) year after Notice of Substantial Completion.

### 15. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor shall indemnify, release and save harmless the Owner and its Directors, Officers, Employees, Consultants, Successors and Assigns (collectively the "Indemnities") from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every kind brought or recovered against any of the Indemnities at any time by reason of any act or omission of the Contractor, his subcontractors, agents or employees arising out of the entering of the Contract or the carrying out of the work, whether on lands owned by the Owner and whether or not arising from statutory liability.

#### 16. INSURANCE

- (a) The Contractor shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the Owner with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:
  - i) <u>Commercial General Liability Insurance</u>
    - The Contractor shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations; and
    - this insurance shall be an all risk, occurrence based policy with a FIVE MILLION DOLLAR (\$5,000,000.00) minimum limit on an occurrence basis; and
    - the Owner shall be named as an additional insured; and
    - this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
    - all such polices shall provide that no cancellation or material alteration in the policy shall become effective until FIFTEEN (15) CALENDAR DAYS after written notice of such cancellation, or alteration has been given to the Owner; and
    - the Contractor shall provide the Owner with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every

certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

ii) Automobile Insurance

The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence in respect of all vehicles owned and / or operated by the Contractor in connection with this agreement.

- iii) Property Insurance
  - If applicable, the Contractor agrees to provide all risk property insurance in a form acceptable to the Owner inclusive of fire, theft and flooding, in respect of the Contractor's personal property and all machinery, equipment, property, and improvements owned or installed by the Contractor on the License Area; and
  - this policy shall contain a waiver of subrogation clause in the favour of the Owner.
- (b) The Contractor shall require that each of his Sub-contractors provide evidence of comparable insurance in the name of the Sub-contractor to that set forth under this schedule.
- (c) Any deductible amounts in the foregoing insurance which are payable by the policy holder shall be in an amount acceptable to the Owner.
- (d) Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.
- (e) The Owner may take out and maintain the insurance required by this agreement at the cost of the Contractor if the Contractor is in default under this Agreement.

#### 17. WORKERS' COMPENSATION

The Contractor shall ensure that the work is carried out in conformity with the *Workers' Compensation Act*, as amended, as regards employee coverage and benefits and safety regulations.

### 18. BUILDERS' LIENS

The Contractor shall immediately satisfy any claim made under the Builders' Lien Act as amended.

#### 19. RELEASE OF HOLDBACKS

- (a) A Certificate of Completion shall be conclusively deemed between the Owner and the Contractor to start the period within which liens must be filed by the Contractor under the applicable lien legislation, and holdbacks must be released by the Owner.
- (b) The Owner shall pay the holdbacks to the Contractor within fourteen (14) days of the expiry of the statutory time for release of holdbacks, provided that:

- i) The Contractor has provided to the Owner a certificate from the proper office to register liens to prove that, as of a date two days after the expiry of the statutory period, no notice of lien or liens has been filed or other matters recorded to make effective any lien;
- ii) The Contractor has complied with any conditions imposed by the Owner in his acceptance of the recommendation of the Property Manager to issue a Notice of Partial Acceptance;
- iii) the Workers Compensation Board has, at the request of the Contractor, filed with the Owner a certificate that all assessments due to the Board by the Contractor have been paid; such certificate shall be dated after the expiry of the statutory period for filing liens;
- iv) if, under the applicable lien legislation, there is no person who can provide the certificate referred to in
  (a) above, the Contractor shall furnish to the Owner a Statutory Declaration, dated not earlier than seven (7) days after the expiry of the statutory lien period, stating why no certificate as is referred to in
  (a) above is possible, and stating that all employees, subcontractors and suppliers used in connection with the Work have been paid and satisfied by the Contractor and that there is no claim outstanding or pending in respect of the Work carried out and no lien has been filed against the Corporation's lands is against any materials or equipment used in connection with the Work;
- v) The Contractor has certified to the Owner that there are no funds owing by the Owner to the Contractor other than those funds held back.
- (c) The statutory period within which liens must be filed is forty-five (45) days after the Certificate of Completion was issued, and the statutory period for the release of holdbacks is fifty-five (55) days after the Certificate of Completion was issued.

#### 20. RELEASE OF PROJECT/PROPERTY MANAGER

Approval by the Project/Property Manager or Authorized Representative of any drawing, specification or method of work proposed by the Contractor shall be made without any assumption of risk or liability by the Owner and its Board, Employees and Consultants (collectively the "Indemnities") and the Contractor shall release and indemnify the Indemnities from and against any claim arising out of any loss or damage suffered by the Contractor in reliance on such approval.

#### 21. COMPLETION BY CAPITAL REGION HOUSING CORPORATION

Upon breach by the Contractor of any term or condition of this Contract, or should the Contractor become insolvent or commit any act of bankruptcy the Owner may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Work or any part thereof and the Owner shall not be liable for any loss which the Contractor may sustain as a result.

## 22. DISPUTES

If any dispute arises between the Owner and the Contractor as to their rights and obligations under this Contract, either of them may give to the other written notice of such dispute and may request arbitration thereof. The parties may agree to submit the matter in dispute to arbitration and such arbitration shall be carried out in accordance with the provisions of the *Commercial Arbitration Act (BC)* as amended.

## 23. NOTICES

All communication in writing between the parties or between them and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation for whom they are intended as per the following delivery schedule conditions:

- (a) By hand on the date of delivery of the communication
- (b) By facsimile ONE (1) CALENDAR DAY following date of the communication
- (c) By registered mail THREE (3) CALENDAR DAYS following date of the communication
- (d) By regular mail SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

#### 24. COMPLIANCE WITH LAW AND FEES

The Contractor shall comply with all applicable statutes, regulations, by-laws and orders made pursuant to law and shall be responsible for payment of all taxes, licence and permit fees applicable to the Contract. Local bylaws pertaining to noise, particularly from vehicles travelling to and from the job site, will be strictly enforced.

#### 25. WAIVER

No waiver of the terms and conditions of this Contract by the Owner shall be valid unless in writing and executed by the parties to the Contract.

#### 26. CONTINGENCY

If applicable, the contingency shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. Payment for all work under this item shall be by change order as defined in Section 27. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item.

The contingency sum stated in these documents must be included in the Total Tendered Amount.

#### 27. CHANGE ORDER WORK

The Project/Property Manager may, in writing by change order, request additional work, or materials, or things, not covered by the Contract, to be done or provided, or the whole or any portion of the works to be dispensed with, or any changes to be made which he may deem expedient, in or in respect of the works hereby contracted for, or the plans or dimensions, character, quantity, quality, description, location, or position of the works, or any portion or portions thereof, or in any products or things connected therewith, or used or intended to be used therein, or any other thing connected with the works, whether or not the effect of such orders is to increase or diminish the work to be done, or the products or things to be provided, or the cost of doing or providing the same, and the Project/Property Manager may specify the time or times within which such order shall be complied with.

### 28. PAYMENT FOR CHANGE ORDER WORK

Payment or credit for any alterations made pursuant to a change order shall be by unit prices or combinations of unit prices listed in the Tender Form, or by a unit rate or lump sum acceptable to the parties, or if the amount of payment cannot be agreed upon prior to the beginning of the work, payment will be made for documented costs of:

- (a) The actual cost of the material incorporated into the work as evidenced by invoice, plus ten percent (10%) overhead;
- (b) The actual cost of labour and equipment to perform the extra work at hourly rates agreeable to all parties. The hourly rates shall include a maximum of ten percent (10%) overhead and five percent (5%) profit;
- (c) The cost of small tools, superintendence, clerical work, workers compensation, holiday pay, unemployment insurance, pension payments and all other expenses shall be included in the hourly rates;
- (d) Rental of equipment will be paid for at the going rate for similar equipment in the Victoria area;
- (e) Any other cost to the Contractor as authorized in writing by the Project/Property Manager; and
- (f) Payment for work described in the change order will be paid out of the contingency amount as described in the Schedule of Prices and Estimated Quantities.

#### 29. EFFECT OF CHANGE ORDER WORK

No compensation shall be allowed to the Contractor for any loss of anticipated profits resulting from the issuance of written instructions to perform work described in the change order and shall not constitute a claim for an extension of time to the Contract, unless predetermined at the time of its approval.

#### 30. GOODS AND SERVICES TAX (GST)

Federal law states that a five percent (5%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the District is liable to pay this amount to the Contractor.

### 31. PATENT FEES

If applicable, the Contractor shall pay the royalties and patent licence fees required for the performance of the Contract and shall indemnify and hold the Owner forever harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or alleged infringement of a patent by the Contractor.

#### 33. SAFETY REQUIREMENTS

By agreeing to be the designated Prime Contractor, the Contractor agrees to the following:

The Contractor is the Prime Contractor as defined in Part 3 of the *Workers' Compensation Act* of the Province of British Columbia and shall note this fact on the Notice of Project submitted to WorkSafeBC. A copy of the Notice of Project will be posted on site and another delivered to the Engineer.

Notwithstanding the above, the Owner may from time to time assign the responsibilities of Prime Contractor to another contractor in writing. When a contractor has been assigned the obligations of Prime Contractor, the contractor will become the Prime Contractor and will be required to comply with all of the regulatory requirements for Prime Contractor. Compensation for performing the requirements of Prime Contractor will only be considered when the Owner did not previously disclose these obligations.

The Contractor shall comply with the provisions and amendments thereto of the *Workers' Compensation Act* of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional and municipal laws, Owner's policies and procedures, ordinances, codes and regulations. Where any of these are in conflict the more stringent shall be followed.

The Contractor is responsible to assess the scope of work, project site and surrounding environment and determine if hazards exist.

Refer to Appendix A for Owner's declaration of known hazards associated with the property.

The Contractor is responsible for all functions related to the coordination of the health and safety activities at the job site in accordance with the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation and the amendments thereto. This requirement shall apply during the Contract period and not be limited to normal working hours.

Throughout the duration of the project the Contractor will ensure that all workers on site are complying with *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation. This will include periodic inspections of the workplace and follow through with documentation of actions taken.

The Contractor will post at the site the name of the qualified Workplace Safety Coordinator, a site drawing showing the boundaries of the Prime Contractor's area of responsibility, with project layout, first aid location, emergency transportation provisions and the evacuation marshalling points.

The Contractor will ensure a copy of the site-specific safety program, written procedures designed to protect the health and safety of workers at the site and the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation are available on site.

The Contractor will ensure that the person who is appointed as the Workplace Safety Coordinator is qualified, by reason of a combination of training, education and experience to perform the required duties effectively.

When conditions or activities on the site affect the workers of more than one employer, or where there are overlapping or adjoining work activities by two or more employers, the Contractor will ensure that the Workplace Safety Coordinator coordinates the occupational health and safety activities at the site.

The Contractor will alert all workers to all reasonably foreseeable hazards to which they are likely to be exposed.

The Contractor will hold meetings as often as necessary with the other contractors on the site to discuss hazards, overlapping work, scheduling, work sequencing and the controls that are in place to reduce the risk to workers.

The Contractor will also hold weekly "tailgate" meetings with all workers to alert them to the sequence of work and the hazards being created by the work. Accidents and near misses will be discussed as well as the procedures in place to reduce the risk to workers.

The Workplace Safety Coordinator will conduct weekly safety inspections to ensure all contractors are meeting their contractual obligations and not allowing unsafe conditions to develop.

In an emergency affecting the safety of life, or of the works, or of adjoining property, the Contractor, without the necessity of authorization from the Project/Property Manager, shall act in a responsible manner to prevent loss or injury.

The Contractor shall satisfy the Project/Property Manager that a jobsite specific construction safety program has been developed in accordance with the WorkSafeBC Occupational Health and Safety Regulation, and safe work practices and procedures of WorkSafeBC, and shall incorporate all of the Owner's site requirements and restrictions.

The Contractor shall provide the Project/Property Manager, prior to commencement of the work, the Material Safety Data Sheets and site specific precautions for the application of all controlled chemical products including any products that require local or general ventilation control.

The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, signal lights and traffic control persons as are necessary to ensure the safety of the public and those engaged in the work. All work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic and access to commercial and other private property and the Contractor shall, without further order, provide and maintain at all times during the progress or suspension of work, signs as are necessary to advise the public of access to commercial property.

Where work requiring the use of cranes or large equipment is to be carried out and the limits of approach to power lines could be violated, the Contractor shall prepare and submit to the Project/Property Manager, prior to starting the work, a detailed written work procedure prepared in consultation with the site foreman and superintendent.

Work in confined spaces will be performed in accordance with the WorkSafeBC Occupational Health and Safety Regulation. Prior to commencement of work, the Contractor shall submit a copy of their confined space entry program including written confirmation of training and instruction of confined space personnel.

Any notice of violation issued to the Contractor, Sub-contractor, other worksite employer or worker by the Workers' Compensation Board for non-compliance of WorkSafeBC Occupational Health and Safety Regulations

shall be considered a breach of Contract and may result in termination or suspension of the Contract and/or any other actions deemed appropriate, all at the discretion of the Owner.

In all cases, the Contractor shall provide the means of summoning first aid services to their respective places of work. If the Contractor is permitted to work outside the normal working hours, the provision of first aid services shall be the responsibility of the Contractor and must conform to the first aid section of the WorkSafeBC Occupational Health and Safety Regulation for high risk workplaces.

## THE RE-ROOFING AT CARILLON PLACE

LETTER OF CREDIT

[Applicable to Contract Guarantee Period]

Letter of Credit No:\_\_\_\_\_ Amount:\_\_\_\_\_

Initial Expiry Date:

TO: Capital Region Housing Corporation

ADDRESS: 631 Fisgard Street, Victoria, BC, V8W 1R7

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (name and address of bank) for the account of (name of Contractor) UP TO AN AGGREGATE AMOUNT OF (dollars in writing and in numbers) available on demand.

PURSUANT TO THE REQUEST OF our customer: (name of Contractor) we the (name of bank) hereby establish our Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those services and financial obligations set out in an Agreement between the customer and the Capital Region Housing Corporation and referred to as <u>(name and number of Contract)</u>.

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Capital Region Housing Corporation.

THIS LETTER OF CREDIT will continue in force for a period of ONE (1) YEAR.

DATED at \_\_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

COUNTERSIGNED BY: \_

(name of bank)

Per:

# THE RE-ROOFING AT CARILLON PLACE

## LIST OF DRAWINGS

DRAWING NO.	TITLE	ISSUE DATE	ISSUE NO.
SM-1	Site Map	March 2017	
SK-1	Eave Detail	March 2017	

SPECIFICATIONS

# THE RE-ROOFING AT CARILLON PLACE

## TECHNICAL SPECIFICATIONS

# LIST OF TECHNICAL SPECIFCATIONS

### ARTICLE NUMBER

GENERAL	1
(a) LOCATION OF WORK & SITE CONTACTS	
(b) STAFF & CHARACTER OF WORKERS	
(c) PROTECTION	
(d) CLEAN UP	
SCOPE OF WORK	5
REFERENCE STANDARDS	5
QUALITY ASSURANCE	1
PROJECT DELIVERY AND STORAGE	3
ENVIRONMENTAL REQUIREMENTS	)
PRE-INSTALLATION CONFERENCE	3
GUARANTEES	3
QUERIES	3
MATERIALS	3
(a) SHINGLES	
(b) EAVE PROTECTION AND UNDERLAYMENT	
(c) ROOF VENTS	
(d) SHINGLE FASTENERS	
(e) PLUMBING JACK FLASHINGS	
(f) VALLEY FLASHING	
(g) SHEET METAL FLASHING	
EXECUTION	ł
(a) REMOVAL	
(b) SURFACE INSPECTION AND PREPARATION	
(c) FIBREGLASS LAMINATED SHINGLES	

(d) SHEET METAL FLASHINGS

# THE RE-ROOFING AT CARILLON PLACE

## TECHNICAL SPECIFICATIONS

### 34. GENERAL

The Work comprises of the supply of labour, materials, plant, equipment and all other services required for the removal and replacement of the existing gutters and roofs, at **CARILLON PLACE**.

The Contractor agrees to exercise good public relations in exercising his/her authority under this Agreement.

### (a) LOCATION OF THE WORK:

CARILLON PLACE– 625 Superior Street, Victoria, BC Site contact: Mike C. 250-360-3396; Property Manager: Kristin K. 250-360-3372

## (b) STAFF & CHARACTER OF WORKERS

- i) Only roofers with Steep Roofing Trade Qualification Certificates and Registered Apprentices shall install roofing during the Work.
- ii) Labourers may only be used for non-roofing work such as removals, material handling and clean up.
- iii) Any supervisor or worker employed by the Contractor or subcontractor who, in the opinion of the Property Manager, does not perform his/her work in a skilful manner shall, at the written request of the Property Manager, be removed from the site of the work immediately and shall not be employed again in any portion of the work without the approval of the Property Manager.
- iv) All workers are to be tactful and courteous in dealing with the public and Tenants
- v) Smoking is <u>not permitted</u> on any Housing Corporation Property.

## (c) <u>PROTECTION:</u>

The Contractor shall adequately protect all CRHC property and all Housing Corporation tenant property from damage. The Contractor shall be responsible for and shall make good any damage whatsoever to CRHC and/or tenant property resulting from any act or omission of the Contractor, his/her agents or employees, in the performance of this Work.

### (d) CLEAN UP

- i) Tarps are to be removed from plants and shrubs at the end of each day.
- ii) Clean up is to be conducted on a daily basis; paying close attention to roadways and parking stalls.
- iii) Promptly remove all materials, nails, tools and equipment from previous work areas and thoroughly clean adjacent surfaces as work progresses.

## 35. SCOPE OF WORK

- (a) It is required to replace the existing T-Lock Shingles on the sloped roof sections at CARILLON PLACE, 625 Superior Street, Victoria, BC.
  - i) The site has 2 housing blocks and an Amenities building.
  - ii) Provide a break out cost on the Schedule of Prices & Estimated Quantities form for replacement of the aluminum eaves-troughs and down pipes.
- (b) The Roofing Contractor shall provide all permits, materials, equipment, supervision and labour necessary to execute the contract.
- (c) The **Scope of Work** shall be as follows:
  - i) Removal and disposal of the existing T- Lock shingle assembly.
    - a. An enclosed chute is to be used for disposal of the upper third floor roof sections.
  - ii) Removal and disposal of the existing eave-troughs and down pipes.
  - iii) Removal and disposal of the existing sheet metal flashings, vents and plumbing jacks.
  - iv) The condition of the plywood and the attic intake ventilation will be inspected during removal. Include costs to remove 1 plywood panel at 2 eave locations per unit.
    - a. If necessary, the roofing contractor will be responsible to install Styrofoam chutes if insulation is restricting air flow through the soffits. This work will be paid as an extra to the contract, if required.
  - v) The attachment of the existing plywood deck is to be checked.
    - a. If necessary, the plywood will be re-nailed as an extra to the contract.
    - b. Nail panels 6" O/C on ends and 6" O/C over intermediate framing members.
  - vi) Installation of Pabco Premier Professional Laminate Shingles.
    - a. Alternate shingles will be *Landmark Fibreglass Laminate Shingles* as manufactured by Certainteed Corp.
    - b. Use manufactures starter strips on the leading edge under the first course of shingles.
    - c. Standard ridge caps will be installed (not high profile).
    - d. High wind nailing will be required, using 6 nails per full shingle.
  - vii) Eave protection will be Lastobond 195 self-adhering membrane for the Pabco shingles and WinterGuard for the Certainteed Landmark shingles.
  - viii) Shingle underlayment will be Titanium UDL 25 for the Pabco shingles and DiamondDeck for the Certainteed Landmark shingles.
    - a. Shingle underlayment is to extend over the eave protection to eaves.
  - ix) Install drip edge flashings (26 ga. pre-finished sheet metal) at all rakes.
    - a. Drip edge flashing at rakes is to extend 4" onto the roof.
    - b. Install rake drip edge flashing over eave protection and underlayment.

- a. It will be necessary to remove vinyl and Hardi siding trim.
- b. Eave protection and shingle underlayment is to extend 6" up walls and behind the existing building paper. The existing building paper on walls must lap a minimum of 3" over eave protection and underlayment at all locations.
- c. Include all costs for this work.
- xi) The existing apron flashing will be used to shed water.
  - a. Install new apron flashing over the existing.
  - b. Extend 1" beyond the existing apron flashing on roof portion.
  - c. Extend up walls behind siding as far as possible.
- xii) Valleys will be Open Valleys with 26 ga. Pre-finished sheet metal flashing (centre-crimped).
  - a. Valley underlayment is to be Lastobond 195.
  - b. Shingle underlayment is to lap onto sheet metal valley flashing.

xiii) Install sheet metal diverters at rake/wall junctions at eaves.

xiv) Lead plumbing jack flashings will be used at plumbing stacks, with caps.

- xv) AF 92 Roof Vents for attic exhaust to meet or exceed BC Code Requirements.
- xvi) RCVS Series Roof Cap Vents with stems are to be installed for washroom, kitchen and dryer escapes.
  - a. All duct work and connections to stem type roof vents shall be performed by a fully qualified ventilation tradesman.
  - b. They are to be attached using proper clamps.
  - c. Wire mesh screens are to be removed from the vents at dryer escapes.
  - d. Should 2 ducts run to one existing vent, separate ducts to individual stem type roof vents.
    - 1. This work will be paid as an extra to the contact on a time and materials basis.
    - 2. The Contractor shall keep a log of materials and time to be reviewed by the Consultant.
    - 3. The existing duct/pipe may be reused if possible, but all duct/pipe is to be installed to meet local building code requirements.
- xvii) Provide separate cost on the Schedule of Prices & Estimated Quantities Form (pg. 10), to supply and install continuous 5" aluminium gutters (K Style), including new hangers & stainless steel screws, 2"x3" downpipes, attachment clips and vinyl covers at drain tile connections. Include removal and disposal of existing eaves-troughs and downpipes.
  - a. Include custom 6" Drops (funnelled) and Clean-Out Boxes. Install clean out boxes 4 feet from ground level. Include cover plates at ground level.
  - b. For downpipes that spill onto lower roofs, Clean out boxes <u>will not</u> be installed. Extend downpipes across lower roof sections to lower gutters. Attach at upper elbows, and to lower gutters using sheet metal clips.
  - c. Colours to be selected by Owners.

## 36. REFERENCE STANDARDS

- (a) Conform to R.C.A.B.C. 10 year guarantee standards and to the appropriate CSA, CGSB and ASTM standards for the materials used in the roofing system specified. The roofing materials are to be listed on the R.C.A.B.C. accepted materials list F-061.
- (b) Conform to membrane Manufacturer's printed literature. Submit Manufacturer's published data showing instructions for surface preparation and application.
- (c) Construct all sheet metal work to meet or exceed R.C.A.B.C. 10 year guarantee standards.

# 37. QUALITY ASSURANCE

- (a) Qualifications: To install roofing on this project, roofers are to hold current Steep Roofing Qualification Certificates and Apprentices are to be registered.
- (b) Inspection of the work shall be provided by Westcoast Roof Inspection Services Ltd. Inspection fees will be paid for directly by the Owner.
- (c) The Inspection agency shall have right of access to the work areas at all times.

# 38. PROJECT DELIVERY AND STORAGE

Products shall be delivered to the job site in the original, unopened containers bearing the Manufacturer's name, product designation, batch number and applicable precaution labels. Store so as to prevent damage in a cool dry environment. Store roofing material on pallets with rolls on end.

## 39. ENVIRONMENTAL REQUIREMENTS

Do not install waterproofing membrane to a surface that is wet, damp, frosty or covered with ice or snow.

## 40. PRE-INSTALLATION CONFERENCE

Convene a conference prior to commencing work. Attendance of all parties directly affecting work of this section is required. Review conditions, procedures, schedules and coordination with related work.

## 41. GUARANTEES

- (a) The Contractor shall provide a written warranty agreeing, for a period of five (5) years, after completion of the work, to promptly make repairs or replace defective materials or workmanship without additional cost to the Owner.
- (b) The following types of failures shall be adjudged as defective: i) loss of waterproof integrity

ii) adhesive or cohesive failure.

- (c) The Roofing Contractor is to provide an **RCABC Ten** (10) Year Roof Star Warranty. Inspection fees will be paid directly by the Owner. Include costs for re-inspection fees.
- (d) The Shingle Manufacturer shall provide a written warranty for the shingles used on the project.

## 42. QUERIES

- (a) All <u>Technical</u> queries shall be directed to: Mr. Thomas G. Parisien, President Westcoast Roof Inspection Services Ltd. Phone: (250) 743-2913 Email: tomparisien@shaw.ca
- (b) All <u>Contractual</u> queries shall be directed to: Sharon Grigg, Senior Property Manager Capital Region Housing Corporation Phone: (250) 360-3374 Fax: (250) 361-4970 Email: sgrigg@crd.bc.ca

### 43. MATERIALS

## (a) SHINGLES

- i) Fibreglass Laminate Shingles
  - a. Pabco Premier Professional (Lifetime Warranty) by Pabco Roofing Products
  - b. Alternate shingles will be Landmark by Certainteed Corp. (Limited Lifetime Warranty).
  - c. Meets requirements of CSA A123.5 1998
  - d. Colour to be selected by the Owner.
- ii) Ridge Caps
  - a. Pabco SG 30 Ridge Cap.
  - b. Certainteed Corp: Shadow Ridge
  - c. Colour to match shingles

## (b) EAVE PROTECTION AND UNDERLAYMENT

- i) Eave protection for the Pabco shingles will be Lastobond 195. Also use for dead valleys and membrane stripping at walls.
- ii) Eave protection will be Landmark shingles will be WinterGuard. Also use for valley underlayment and membrane stripping at walls
- iii) Shingle underlayment will be Titanium UDL 25 for the Pabco shingles.
- iv) Shingle underlayment will be DiamondDeck for the Landmark shingles
- (c) ROOF VENTS
  - i) Menzies AF-92 Plastic Roof vents (colour to match shingles).
  - ii) Menzies RCVS Series Roof Cap vent with stem

## (d) SHINGLE FASTENERS

- i) Three-eighths (3/8) inch (9 mm) head, ten (10) to twelve (12) gauge, hot dipped galvanized steel roofing nail meets requirements of CSA B111-1994. Power nailing is permissible using Swivel Head nail guns only.
- ii) To be sufficient length to penetrate <sup>3</sup>/<sub>4</sub> in (19 mm) into roof deck or completely through plywood/OSB.
- iii) Improperly driven nails <u>will not</u> be accepted.

## (e) PLUMBING JACK FLASHINGS

To be lead flashings sized to fit pipes, with lead caps.

- (f) VALLEY FLASHINGS
  - i) Sheet metal flashings shall be pre-painted galvanized sheet steel conforming to ASTM A526-80 and be a minimum of 26 gauge (0.56 mm) in thickness. Not less than 24" wide.
  - ii) Valley Underlayment: Lastobond self-adhering membrane or approved alternate.
  - iii) Centre Crimped 'W' Valleys.
  - iv) To RGC Warranty Standards.
- (g) SHEET METAL FLASHINGS
  - i) Sheet metal flashings shall be pre-painted galvanized sheet steel conforming to ASTM A526-80 and be a minimum of 26 gauge (0.56 mm) in thickness. 24 gauge will be used at location as noted in the Scope of Work.
  - ii) Colour to be brown at all locations.
  - iii) Sealant shall be one part polyurethane caulking to match colour of flashings. Tremco Canada Ltd.'s "Dymonic" or approved equal.
  - iv) Sheet metal diverters are to be installed at eaves (all wall and rake edges) to divert water flow into the gutters.

# 44. EXECUTION

- (a) REMOVAL
  - i) Remove and dispose of existing sloped roof sections. (*No removal is to be transported over finished roof areas.*) An enclosed chute is to be used for disposal of the upper third floor roof sections.
  - ii) Remove and dispose of existing sheet metal flashings and related flashings.

- iv) Protect gutters and ensure debris does not enter downpipes during removal.
- v) Dumpsters shall be located in area(s) designated by the Owner. Protective plywood is to be installed below dumpsters, trucks and hydraulic machinery. Accidental spills are to be addressed immediately.

# (b) SURFACE INSPECTION AND PREPARATION

- Before commencing roofing application, the Inspection Agency (Westcoast Roof Inspection Services Ltd.) and the Contractor shall inspect and approve the existing deck. If required, the Contractor shall re-nail or repair the existing deck by removing deteriorated wood and repairing it to produce a suitable substrate.
- ii) Deteriorated wood replacement will be charged extra to the contract. The Inspection Agency shall document the quantity of deck surface preparation that is required.
- iii) Include costs to remove 1 plywood panel at 2 locations per unit. The condition of the plywood and the attic intake ventilation will be inspected during removal. The roofing contractor will be responsible to install Styrofoam chutes if insulation is restricting air flow through the soffits.
- iv) If the above noted extra work is required, it will be charged extra to the contract on time and materials basis. The roofing contractor is to keep a written log to be reviewed by the Consultant on a daily basis.

# (c) FIBREGLASS LAMINATED SHINGLES

- As well as following the written Contract Specification, the manufacturer's written application procedures are to be obtained, and a copy on site during application. The latest Manufacturers applications are to be followed. Power nailing is permissible using Swivel Head nail guns only.
- ii) A minimum of six (6) nails per full shingle is required.
- iii) Place nails to Manufacturers written instructions. *Over-driven, under-driven or angled nail heads <u>will not be accepted.</u>*
- iv) A starter course shall be first applied starting at the eave. Ensure alignment is checked every few courses.
- v) Ensure all vertical and horizontal lines of the shingles are straight, plumb and true.
- vi) Prevent granule loss while applying without causing scuffs to the finished product. <u>Damaged</u> shingles <u>will not be accepted</u>. Nails must be picked up immediately if dropped.
- vii) New step flashings shall extend 5 inches (125 mm) up the vertical surface and 4 inches (100 mm) onto the roof to be woven into the new shingle application. Step flashing is to be installed over the end of each course of shingles at all vertical surfaces.
- viii) The existing apron flashing will be used to shed water.
  - a. Install new apron flashing over the existing.
  - b. Extend 1" beyond the existing apron flashing on roof portion.
  - c. Extend up walls behind vinyl siding J-Trim as far as possible.
  - d. Attach using cladding screws with gaskets, a minimum of 3 per 10 foot section of flashing. Ensure cladding screws are not over cinched, distorted flashing (oil canned) will not be accepted.
- ix) Ridge Caps:
  - a. Install ridge caps at all hips and ridges using a chalk-line. Alignment is to be straight

and true.

- b. Follow manufacturer's written procedures.
- (d) SHEET METAL FLASHINGS
  - i) Install to R.C.A.B.C. guarantee standards.
  - ii) Make good all building surfaces, or replace if necessary.
  - iii) Hem all edges.
  - iv) Form sections square, true and accurate to size, free from distortions and other defects detrimental to appearance or performance.
  - v) Minimize scratches while handling. Scratched sheet metal flashing brought to site will not be accepted.
  - vi) Install metal drip edge flashing at eaves and rakes, extending a minimum 1" down and a flange extending onto the roof a minimum of 4" at eaves.

# THE RE-ROOFING AT CARILLON PLACE

## APPENDIX A – OWNER'S NOTIFICATION OF HAZARDS

Limited Hazardous Materials Investigation Report compiled by Island EHS. The 21 page document has been provided in a separate attachment as part of the opportunity posting.

## - 50 -

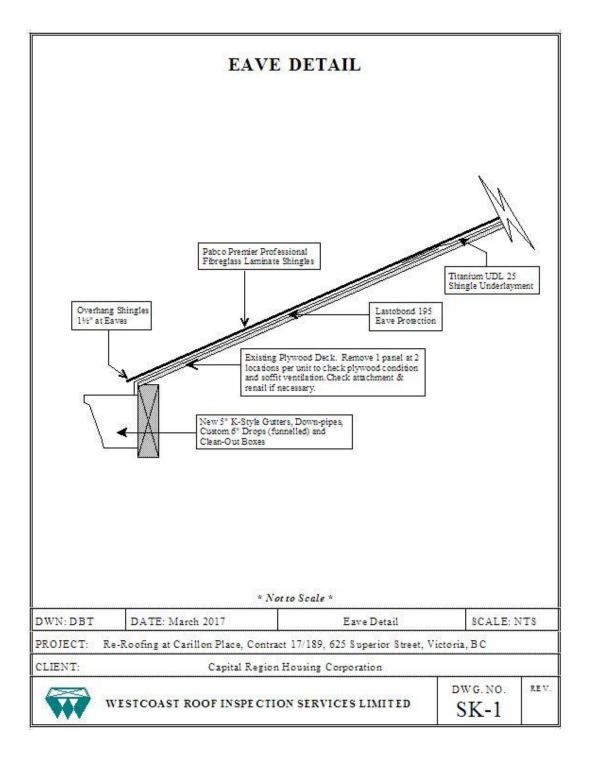
# CAPITAL REGION HOUSING CORPORATION

# THE RE-ROOFING AT CARILLON PLACE

# THE DRAWINGS



## THE RE-ROOFING AT CARILLON PLACE





# REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS MEETING OF March 28, 2017

# **SUBJECT** Management Update

## **ISSUE**

This report provides monthly operations, capital and project updates to the Capital Region Housing Corporation (CRHC) Board of Directors.

## **Operations Update**

## a) Human Resources

Caretaker David Weeks has retired after 20 years' service. Caretaker Al Paladini has been the successful candidate taking over David's 40 our per week assignment.

## b) Arbitrations

On January 30, 2017, staff attended an arbitration regarding an abandoned unit. This tenancy began in 2008. The tenant did not participate in the arbitration. CRHC was awarded a monetary order against the vacated tenant in the amount of \$2,138.50.

On February 22, 2017, staff attended an arbitration regarding an abondonded unit. This tenancy began November of 2016. The tenant did not participate in the arbitration. CRHC was awarded a monetary order against the vacated tenant in the amount of \$1,787.50.

# c) The Housing Registry Waitlist Statistics

Category	March 2017	February 2017	March 2016	
Total Registry Units	3,269	3,270	3,299	
Applicants				
Family	607	591	483	
Seniors	687	686	573	
Persons with Disabilities	411	422	367	
Wheelchair Modified	64	63	45	
Singles	81	74	45	
Total	1,850	1,836	1,513	

# Table 1. Capital Region Housing Registry Waitlist Statistics

## **Capital Updates**

 <u>Royal Oak Square playground replacement</u> has been awarded to Green Roots Play Equipment Inc. Three compliant bids were received Green Roots was the lowest at \$43,510. The budget was \$45,000.

## Project Updates

a) IT Project: Implementation of an enhanced SAP system to better meet operational requirements of CRHC.

Currently the project is moving through the design phase with prototype showings occurring with staff. IPad training is complete with Maintenance staff they are now entering time sheets and component work requests via their iPads. Intensive training on the enhanced system will begin just prior to the "Go Live" date of May 31, 2017.

# **Financial Reporting**

## Table 2. January/February cheques/EFTS OVER \$50,000

Vendor	Issued	Expenditure	Notes
Victoria Window Cleaning	January 12, 2017	54,747.00	Gutter Cleaning Contract 16/185
Aral Construction Ltd.	January 17, 2017	50,354.64	Fence Contract & various repairs

Christine Culham Senior Manager, Regional Housing