



**CRHC**  
The Capital Region's Housing Corporation

**CAPITAL REGION HOUSING CORPORATION  
SPECIAL BOARD OF DIRECTORS MEETING**

**AGENDA**

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9:30 a.m., Thursday, May 17, 2018  
625 Fisgard St., Victoria  
Room 488  
Conference Number 250-360-3280

	Report / Item Number
1 Approval of Agenda	
2 Approval of Minutes of May 1, 2018	18-09
3 Brock Place Roof Replacement 18/196	PPS/CRHC 2018-19
4 Adjournment	



**Minutes of a Meeting of the Capital Region Housing Corporation Board of Directors  
Held May 1, 2018 in Room 107, 625 Fisgard St, Victoria,**

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**PRESENT: Directors:** D. Screech (Chair); B. Braude; J. Carline; W. McIntyre; S. Price;  
G. Young  
**Staff:** R. Lapham; K. Lorette; C. Culham; S. Carey; P. Kitson  
**Recorder:** C. English

The meeting was called to order at 9:30 a.m.

**1. APPROVAL OF AGENDA**

It was **MOVED** by Director Carline, **SECONDED** by Director Braude  
That the agenda be approved as circulated.

**CARRIED**

**2. APPROVAL OF MINUTES OF March 27, 2018**

It was **MOVED** by Director Braude, **SECONDED** by Director Carline  
That the minutes of March 27, 2018 be approved as circulated.

**CARRIED**

**3. CRHC Delegation of Authority and Signing Authority Policy**

C. Culham presented the report.

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

- a) Approves the Capital Region Housing Corporation Delegation of Authority and Signing Authority Policy – May 1, 2018; and
- b) Approves the resolution in Appendix F, appointing the CRD's Chief Administrative Officer, Chief Financial Officer, General Manager, Planning and Protective Services, and General Manager Corporate Services, as Officers of the Capital Region Housing Corporation.

The Board requested clarification from staff on the proposed effective date of the amending policy, on the responsibilities of the CRHC Secretary-Treasurer under the increased authority, and on the potential for conflict of interest with the Capital Regional District Chief Administrative Officer acting as Chief Administrative Officer of Capital Region Housing Corporation.

The Board amended the main motion as follows:

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

Refer the Delegation of Authority and Signing Authority Policy back to staff to clarify the effective date, the intended role of the CRD Chief Financial Officer as an Officer of the CRHC, and to clarify the role of the CRD Chief Administrative Officer.

**CARRIED**

**4. Mortgage Renewal – The Birches**

C. Culham presented the information and advised the Board that the interest rate for the renewal would be based on actual rates at the September 1, 2018 renewal date.

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

- a) That the resolution required by BC Housing Management Commission to renew the mortgage for The Birches through the Canada Mortgage and Housing Corporation Direct Lending Program for a term not to exceed the expiry of the existing operating agreements be approved; and
- b) That any two members of the Capital Region Housing Corporation Executive Committee be authorized to sign any documents related to the mortgage renewal.

**CARRIED**

**5. QUARTERLY FINANCIAL UPDATE – FIRST QUARTER**

It was **MOVED** by Director Braude, **SECONDED** by Director McIntyre  
Receive the Quarterly Financial Update – First Quarter for information.

**CARRIED**

**6. MANAGEMENT REPORT**

The Board engaged in a discussion of the pending governance change, and the value of having a CRHC Tenant Representative sit on a decision-making body vs the proposed Tenant Advisory Committee. The Board further discussed the potential to create an independent community-based Tenant Advisory Committee to support the CRD Housing and Hospitals Committee. Staff were asked to investigate potential structures that might work, and bring them back to the Board.

Director Braude spoke to the recent tenant education session and suggested that contact information for the staff member responsible for Tenant Engagement be posted at each CRHC building.

The Board briefly questioned staff on the current capital projects in development.

It was **MOVED** by Director Carline, **SECONDED** by Director Young  
Receive the Management Report for information.

**CARRIED**

**7. ADJOURNMENT**

It was **MOVED** by Director Carline, **SECONDED** by Director Braude  
That the meeting be adjourned.

**CARRIED**

The meeting was adjourned at 10:15 a.m.

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David Screech, Chair

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Colleen English, Recorder



**REPORT TO CAPITAL REGION HOUSING CORPORATION BOARD OF DIRECTORS  
MEETING OF MAY 17, 2018**

**SUBJECT    Brock Place Roof Replacement 18/196**

**ISSUE**

The Capital Region Housing Corporation Signing Authority Policy 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**

The approved 2018 capital budget for re-roofing for the properties within the Umbrella Operating Agreement (UOA) is \$474,000. Contract 18/196 is for the re-roofing at Brock Place. Brock Place is a 30-unit townhome complex, built in 1999. The five-building site still has the original roofing and gutter system in place.

The contract was publicly tendered through the CRD website and BC Bid with two options: both specifications included Roofing Contractors Association of BC's (RCABC) standards for construction, with the "base bid" offering a RCABC ten year guarantee and "Option 1" offering a Contractor 10-year warranty. Staff are recommending Option 1, as it is within the 2018 approved UOA budget (Table 1). Additional costs for the contract are: a 10% contingency for unforeseen costs and a fee for updating the contract specifications; and a 5% inspector/warranty service fee which should be factored into the total project cost.

**TABLE 1**

Description	Lowest bid	Contingency (10% of contract value) and updating of contract specs	Inspection and Warranty fee (5% of construction costs)	Total
RCABC ten year guarantee	\$420,074	\$42,007	\$21,003	<b>\$483,084</b>
RCABC standards with a Contractor 10-year warranty	\$407,227	\$40,723	\$20,361	<b>\$468,311</b>

**Four compliant bids were received (Table 2):**

**TABLE 2**

Description	Cost with Lowest Bid	Second Bid	Third Bid	Fourth Bid
Compliant Bidders	<b>Top Line Roofing</b>	<b>Alpha Roofing</b>	<b>Flynn Canada</b>	<b>Universal Sheet Metal</b>
<b>Option 1- RCABC standard with Contractor 10 yr. warranty</b>	<b>\$407,227</b>	<b>\$419,955</b>	<b>\$439,000</b>	<b>\$458,929</b>
<b>Additional project costs to Option 1:</b>				
Contingency (10% of contract value) and updating of contract specs	\$40,723	\$41,995	\$43,900	\$45,892
Inspection and Warranty fee (5% of construction costs)	\$20,361	\$20,998	\$21,950	\$22,946
<b>Total</b>	<b>\$468,311</b>	<b>\$482,948</b>	<b>\$504,850</b>	<b>\$527,767</b>

**ALTERNATIVES**

*Alternative 1*

Award Contract 18/196 Option 1 for the Brock Place Roof Replacement to Top Line Roofing in the amount of \$468,861, to be completed in 2018.

*Alternative 2*

Refer back to staff to re-tender the Brock Roof Replacement without RCABC standards.

**FINANCIAL IMPLICATIONS**

The Base bid plus the additional costs is over the 2018 capital budget allocation of \$474,000. Brock Place Roof Replacement Option 1 is estimated to cost a maximum of \$468,861 and is within the roof replacement capital budget of \$474,000. Both re-roofing options provide RCABC standards. The difference between them is the Base bid's RCABC guarantee includes proactive condition inspections by the Guarantor at the 2, 5 and 8 year intervals versus the Contractor 10 year warranty, which is reactive, triggered by an Owner's complaint. In 2017, the Carillon re-roofing was awarded utilizing the Contractor 10 year warranty in order to achieve cost savings.

**CONCLUSION**

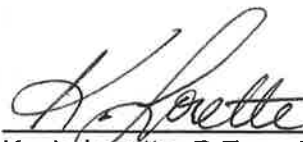
The tender documents included two specification options: a RCABC ten year guarantee and Option 1 included RCABC standards with a Contractor 10 year warranty. The Brock Place roof replacement option 1 is estimated to cost a maximum of \$468,861 and is within the 2018 roof replacement capital budget.

**RECOMMENDATION**

Award Contract 18/196 Option 1 for the Brock Place Roof Replacement to Top Line Roofing in the amount of \$468,861, to be completed in 2018.



\_\_\_\_\_  
Christine Culham  
Senior Manager  
Capital Region Housing Corporation



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

Attachments: Appendix A Contract 18/196

CAPITAL REGION HOUSING CORPORATION  
CRHC

THE RE-ROOFING AT BROCK PLACE 18/196

CAPITAL REGION HOUSING CORPORATION  
RE-ROOFING AT BROCK PLACE

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THE SPECIFICATIONS

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THE DRAWINGS



CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

INVITATION TO TENDER

Sealed Tenders, plainly marked on the envelope “Tender for **RE-ROOFING at BROCK PLACE, CONTRACT 18/196**” 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 21, 2018** 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 BROCK PLACE (882 Brock Avenue, Langford, BC).

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, 631 Fisgard Street, Victoria, BC on or after March 1, 2018.

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 [www.crd.bc.ca/about/contracts-rfps/](http://www.crd.bc.ca/about/contracts-rfps/) and at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca). **Please bring your copy to the Mandatory Site visit for ease of reference.**

The lowest or any tender will not necessarily be accepted.

The **Mandatory Site Meeting** will be held at “BROCK PLACE”, 882 Brock Avenue, Langford, BC on **Tuesday, March 6, 2018, at 9:30 AM.**

The meeting will commence in the parking area adjacent to the playground, across from Building 2. Please park in visitor parking stalls only or on Brock Avenue as parking is limited.

A Subsequent Mandatory Site Meeting will follow this meeting at Village on the Green at 1132 Johnson Street at approximately 11 AM. For attendees who plan to participate in the Village on the Green site meeting only, please confirm by email by the end of March 5, 2018. That will allow us to ensure all parties are present before beginning at the approximate start time (11 am).

**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 contractual enquiries please contact Sharon Grigg (CRHC) at 250-360-3374 or [sgrigg@crd.bc.ca](mailto:sgrigg@crd.bc.ca)

Direct technical enquiries to Dan Twizell (Westcoast Roof Inspection Services Ltd.) at 250-743-2913 or [dtwizell@shaw.ca](mailto:dtwizell@shaw.ca) (please cc. [sgrigg@crd.bc.ca](mailto:sgrigg@crd.bc.ca))

Sharon Grigg  
Senior Property Manager  
Capital Region Housing Corporation

CAPITAL REGION HOUSING CORPORATION  
THE RE-ROOFING AT BROCK 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.
- 1.9 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 issuer 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 issuer 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 issuer 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 BROCK PLACE, CONTRACT 18/196". 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 licenses, 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 non-compliance 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 **Tuesday, March 6, 2018, at 9:30 AM** in the parking area adjacent to the playground, across from Building 2 of Brock Place, 882 Brock Avenue, Langford, BC.  
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.



**TENDER ADDENDUM**

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Date: March 8, 2018  
Project: Re-Roofing at Brock Place, Contract 18/196  
Address: 882 Brock Avenue, Victoria, BC

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**RE: ADDENDUM No. 1**

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. Please enter the Date Received and Contractor name in spaces provided at the bottom of this document and include with your bid.

1. Shingles

- .1 The Pabco shingles will be changed from the "Premier Professional" to "Premier".
2. The Certainteed shingles will be changed from "Landmark" to "Landmark Pro".
3. Owens Corning "TruDefinition Duration" will be accepted as alternate shingles, with Manufacturer's eave protection, shingle underlayment, starter shingles, and ridge caps (standard profile).
4. IKO Industries Ltd. "Roofshake HW" will be accepted as alternate shingles, with Manufacturer's eave protection, shingle underlayment, starter shingles, and ridge caps (standard profile).

Dated: March 8, 2018

Approved: 

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

Date Received Mar 8, 2018  
Received By   
Contractor

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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

Base Bid + Add on A: TOTAL TENDERED AMOUNT OF \$ 441,007.70 (lawful money of Canada)  
(Carried forward from the Schedule of Prices and Estimated Quantities)

OR

Option I + Add on A: TOTAL TENDERED AMOUNT OF \$ 427,588.35 (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 150 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  DATED March 21, 2018

NAME OF TENDERER Top Line Roofing Ltd.

CONTACT NAME James Wilson

ADDRESS 101-725 Industrial Way

Victoria

BC Postal Code V9B 6E2

TELEPHONE NUMBER (250) 478-0500

FAX NUMBER (250) 478-9419

E-MAIL ADDRESS jamestlr@shaw.ca

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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	AMOUNT
<b>Base Bid</b>	Reroofing with RCABC warranty	\$ 378,003.00
	Scaffolding	\$
Add on: A	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.	\$ 42,071.00
	Base Bid + A Subtotal	\$ 420,074.00
	Goods and Services Tax (GST) Registration No.	\$ 21,003.70
	TOTAL TENDERED AMOUNT for Base Bid + A CARRIED to Page 2	\$ 441,077.70
<b>Option 1</b>	Reroofing to RCABC standard with 10 year Contractor Warranty (& no RCABC Warranty)	\$ 365,156.00
	Scaffolding	\$
Add on: A	Gutters & downpipes with custom 6" drops (funnelled) and clean-out boxes.	\$ 42,071.00
	Option 1 + A Subtotal	\$ 407,227.00
	Goods and Services Tax (GST) Registration No.	\$ 20,361.35
	TOTAL TENDERED AMOUNT for Option 1 + A CARRIED to Page 2	427,588.35
	Contingency <sup>(2)</sup>	\$

- 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	<b>LABOR RATES (Excluding G.S.T.)</b>	
1.1	Carpenter (T.Q.)	\$ <u>100.00</u> / Hr
1.2	Labourer	\$ <u>75.00</u> / Hr
1.3	Sheet Metal Worker (T.Q.)	\$ <u>100.00</u> / Hr
1.4	Roofer (Journeyman)	\$ <u>100.00</u> / Hr
1.5	Roofer (Apprentice)	\$ <u>90.00</u> / Hr
2.0	<b>MATERIAL RATES (Excluding G.S.T.)</b>	
2.1	Mark-up on Materials	<u>30</u> %
3.0	<b>NOTES:</b>	
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	<b>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.</b>	

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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: Porsche - 737 Audley St

CLIENT: SupErb Construction Ltd.

CONTACT NAME: Chris Erb

TELEPHONE NUMBER: (250) 756-7732

CONTRACT VALUE: 375,535.00

FAX NUMBER: chris@chriserb.ca

DESCRIPTION OF WORK: New SBS Roofing System

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LOCATION: Belmont Secondary School

CLIENT: Yellowridge Construction

CONTACT NAME: David Laubach

TELEPHONE NUMBER: (604) 936-2605

CONTRACT VALUE: 2,063,646.00

FAX NUMBER: david@yellowridge.ca

DESCRIPTION OF WORK: New SBS roofing system, New wall cladding system

---

LOCATION: University of Victoria - CST Building

CLIENT: Knappett Projects Inc.

CONTACT NAME: Roger Yager

TELEPHONE NUMBER: (250) 475-6333

CONTRACT VALUE: 1,022,540.00

FAX NUMBER: roger@knappett.com

DESCRIPTION OF WORK: SBS Re-Roofing System, Cladding wall system

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CAPITAL REGION HOUSING CORPORATION


THE RE-ROOFING AT BROCK PLACE

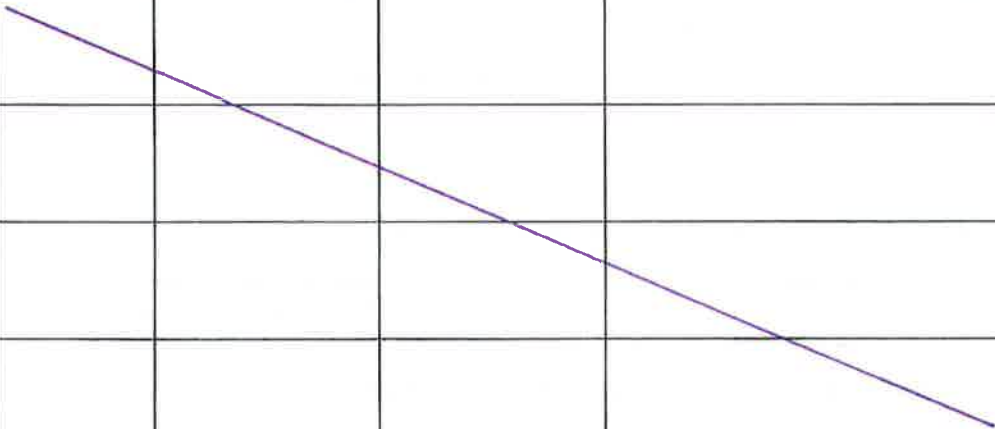
**WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY**

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: ( <input checked="" type="checkbox"/> )	SIGNATURE: <u></u>
---	---

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



CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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)

# Certificate of Insurance



350-4396 West Saanich Road, Victoria, B.C. Canada V8Z 3E9 Telephone: (250) 388-4416 Facsimile: (250) 388-9926

Certificate No. TOPLINE-01-18-02

**Certificate Holder:** To Whom It May Concern  
**Name of Insured:** Top Line Roofing Ltd.  
**RE:** All Operations of the Named Insured as Described in the Policy Declarations

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the policy. This certificate does not amend, extend or alter the coverage afforded by the policies listed herein.

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims/expenses.

Schedule of Insurance(s)			
Type of Insurance	Insuring Company and Policy Number	Policy Dates	Limit of Liability/Amount of Coverage
General Liability including Non-Owned Auto Liability	Certain Lloyd's Underwriters Policy No. EK1600788000	24-Jan-18 To 24-Jan-19	Bodily Injury and Property Damage \$10,000,000.00 Each Accident or Occurrence \$10,000,000.00 Aggregate with respect to Products/Completed Operations
Terms and Conditions			
<b>**EVIDENCE ONLY**</b>			

These statements have been made in good faith and are a summary of the insurance cover in force (which is subject to the full terms and conditions of the policy). We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or for any loss, damage or expense thereby occasioned to any recipient of this certificate.

Jardine Lloyd Thompson Canada Inc.

Date: January 23, 2018

Per:

  
Signature



CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

**BID BOND**

(to be submitted with Form of Tender)

KNOW ALL MEN BY THESE PRESENTS THAT:

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

\_\_\_\_\_ as Surety,  
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 BROCK PLACE, CONTRACT 18/196"**

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 of 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



## Bid Bond

Bond No. 917177478-18-06

Bond Amount: \$10% OF TENDER

**TOP LINE ROOFING LTD** as Principal, hereinafter called the Principal, and **INTACT INSURANCE COMPANY**, 1100 – 999 W. Hastings St. Vancouver, BC V6C 2W2, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all 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 **Ten Percent of Tender Dollars (\$10% OF TENDER)** 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 **21st** day of **March**, in the year **2018** for **RE-ROOFING AT BROCK PLACE, CONTRACT 18/196**.

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 (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 two (2) 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 the **6th** day of **March**, **2018**.

SIGNED and SEALED in the presence of:

TOP LINE ROOFING LTD

  
\_\_\_\_\_(Seal)  
Signature

INTACT INSURANCE COMPANY

  
\_\_\_\_\_(Seal)  
Amanda L. Wade, Attorney-in-Fact

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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



## Agreement to Bond (Surety's Consent)

Consent of Surety No. **917177478-18-06**

To: **CAPITAL REGION HOUSING CORPORATION**

Should the tender of: **TOP LINE ROOFING LTD**

For: **RE-ROOFING AT BROCK PLACE, CONTRACT 18/196**

be accepted within the time period prescribed in the tender, or if no time period is specified, within sixty (60) days from the closing date of tender, and a written contract entered into, we the undersigned do hereby agree to become bound as Surety and will issue

**A Performance Bond equal to 50%  
A Labour and Material Payment Bond equal to 50%**

of the tender price guaranteeing faithful performance of said 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 two (2) 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.


This Consent of Surety shall cease and be null and void after **thirty (30)** days from the award of contract.

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.

Tender Date: **21ST** day of **MARCH, 2018**

Dated: **March 6, 2018**

INTACT INSURANCE COMPANY

  
Amanda L. Wade, Attorney-in-Fact

(Seal)

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

PERFORMANCE BOND

Note: This form, if required, will be submitted only by successful tenderer 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 BROCK PLACE, CONTRACT 18/196"**

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 hereof 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

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

LABOUR AND MATERIALS PAYMENT BOND

Note: This form, if required, will be submitted only by successful tenderer 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 BROCK PLACE, CONTRACT 18/196"**

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 hereof 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,
  - (a) Unless claimant shall have given written notice to the Contractor at \_\_\_\_\_ and the Surety at \_\_\_\_\_ within ONE HUNDRED AND 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature & Corporate Seal of Contractor

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature & Corporate Seal of Surety

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

**STATUTORY DECLARATION**

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

IN THE MATTER OF:

THE RE-ROOFING AT BROCK PLACE 18/196

TO WIT:

I, Top Line Roofing Ltd. 101 - 725 Industrial Way, Victoria, BC V9B 6E2  
(Contractor to fill in name and company address)

in the Province of British Columbia do solemnly declare

1. That I am Controller  
(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

Victoria )  
in )  
the Province of British Columbia, on this )  
day of March, 2018 )

  
\_\_\_\_\_  
Signature of Contractor's  
Authorized Representative

A Commissioner for taking Affidavits for  
British Columbia )

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

**AGREEMENT BETWEEN THE OWNER AND CONTRACTOR**

THIS AGREEMENT made this 21st day of March in the year 2018 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 BROCK PLACE 18/196"
- 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 136 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 at 101- 725 Industrial Way, Victoria, BC V9B 6E2  
(Address)  
2504789419  
(Fax No.)  
phtopline@outlook.com  
(Email)

The Owner at 631 Fisgard Street, Victoria, BC, V8W 1R7  
(Address)  
250-361-4970  
(Fax No.)  
crdhousing@crd.bc.ca  
(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)

\_\_\_\_\_  
(Position)

In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**For Limited Company:**

The Corporate Seal of

Top Line Roofing Ltd.

(Contractor – please print full name of Company)

Was hereunto affixed in the presence of:

Pamela Harfield - Controller

Authorized Signing Officer and Position (please print)

*Pamela Harfield*

\_\_\_\_\_  
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

CAPITAL REGION HOUSING CORPORATION  
THE RE-ROOFING AT BROCK PLACE

**GENERAL CONDITIONS**

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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) Commercial General Liability Insurance

- 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 policies 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 Owner.

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.

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK 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 (name and number of Contract).

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:

\_\_\_\_\_  
\_\_\_\_\_

CAPITAL REGION HOUSING CORPORATION  
THE RE-ROOFING AT BROCK PLACE

LIST OF DRAWINGS

DRAWING NO.	TITLE	ISSUE DATE	ISSUE NO.
SM-1	Aerial Site Map	March 2018	
SK-1	Eave Detail Sketch	March 2018	

## SPECIFICATIONS

CAPITAL REGION HOUSING CORPORATION  
THE RE-ROOFING AT BROCK PLACE  
TECHNICAL SPECIFICATIONS

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CAPITAL REGION HOUSING CORPORATION  
THE RE-ROOFING AT BROCK PLACE  
TECHNICAL SPECIFICATIONS

33. 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 **BROCK PLACE**.

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

(a) LOCATION OF THE WORK:

BROCK PLACE-- 882 Brock Avenue, Langford, BC

Site contact: Stephen U. 250-360-3395; Property Manager: Steve L. 250-360-3380

(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 not permitted on any Housing Corporation Property.**

(c) PROTECTION:

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.



34. SCOPE OF WORK

- (a) It is required to replace the 3-Tab Shingles on the sloped roof sections at **BROCK PLACE, 882 Brock Avenue, Langford, BC.**
- i) The site has 6 buildings. See Site Map SM-1.
  - 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 3-Tab shingle assembly.
    - a. Entrances to Units are to be protected with scaffolding
  - ii) Removal and disposal of the existing eave-troughs and down pipes, if separate price is selected by Owner.
  - 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. Ridge caps to be installed for the Pabco Shingles will be Shadow Cap (standard profile ridge caps, not high profile).
    - d. Normal nailing will be required, using 4 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 only.
    - a. Drip edge flashing at rakes is to extend 4" onto the roof.
    - b. Install over eave protection and shingle underlayment.

- x) New Step Flashing will be installed at all locations. A step flashing is to be installed over the end of each course of shingles at all vertical surfaces.
  - a. It will be necessary to remove the vinyl siding and trim to accommodate installation of flashings.
  - b. Eave protection and shingle underlayment is to extend 5" 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 vinyl siding J-Trim 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) New B-Vent flashing (with fully soldered seams) and storm collars for metal chimneys are to be installed.
  
- xvi) AF 50 Roof Vents for attic exhaust to meet or exceed BC Code Requirements.
  - a. Ensure openings are sized to match roof vents.
  - b. Lower sections and garages are to be vented.
  - c. Vents in soffits will remain as is.
  
- xvii) 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 qualified ventilation contractor.**
  - 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 contract 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 insulated.
  
- xviii) Provide break out 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 will not be installed. Extend downpipes across lower roof sections to lower gutters. Attach at upper elbows, and to lower gutters using sheet metal clips.
- c. Ensure screws for attaching downpipes to Clean-Out Boxes, Drops and Elbows are only long enough for attachment. Over length screws will not be accepted.
- d. Colours to be selected by Owners.

### 35. 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.

### 36. 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.

### 37. 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.

### 38. ENVIRONMENTAL REQUIREMENTS

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

### 39. 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.

40. 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.

41. QUERIES

- (a) All Technical 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 Contractual 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

42. MATERIALS

- (a) SHINGLES
  - i) Fibreglass Laminate Shingles
    - a. Pabco - Premier Professional (Lifetime Warranty) by Pabco Roofing Products Inc. Removal and disposal of the existing T-Lock shingle assembly.
    - 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 – Shadow Cap (standard profile ridge caps).
    - 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.
- ii) Eave protection will be Landmark shingles will be WinterGuard. Also use for valley underlayment.
- 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-50 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 3/4 in (19 mm) into roof deck or completely through plywood/OSB.
- iii) Improperly driven nails will not 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.
- 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 wall and rake edge junctions at eaves to divert water flow into the gutters.

43. EXECUTION

(a) REMOVAL

- i) Ensure entrances to Units are protected prior to removal of existing roofing.
- ii) Remove and dispose of existing sloped roof sections. *(No removal is to be transported over finished roof areas.)*
- iii) Remove and dispose of existing sheet metal flashings and related flashings.
- iv) Protect gardens, decks, driveways, sunrooms, and sidewalks from falling debris during removal.

- v) Protect gutters and ensure debris does not enter downpipes during removal.
- vi) 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

- i) 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

- i) 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 four (4) nails per full shingle is required.
- iii) Place nails to Manufacturers written instructions. *Over-driven, under-driven or angled nail heads will not be accepted.*
- iv) A starter course shall be first applied starting at the eave. Overhang at eaves shall be 1½" and at rakes shall be 1".
- v) Ensure all vertical and horizontal lines of the shingles are straight, plumb and true. Ensure alignment is checked every few courses.
- vi) Prevent granule loss while applying without causing scuffs to the finished product. **Damaged shingles will not be accepted.** 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.

(d) RIDGE CAPS:

- i) Install ridge caps at all hips and ridges using a chalk-line. Alignment is to be straight and true.
- ii) Follow manufacturer's written procedures.

(e) 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.

CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

APPENDIX A – OWNER'S NOTIFICATION OF HAZARDS

Limited Hazardous Materials Investigation Report compiled by Island EHS. The 22 page document has been provided in a separate attachment as part of the opportunity posting.



CAPITAL REGION HOUSING CORPORATION  
THE RE-ROOFING AT BROCK PLACE

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CAPITAL REGION HOUSING CORPORATION

THE RE-ROOFING AT BROCK PLACE

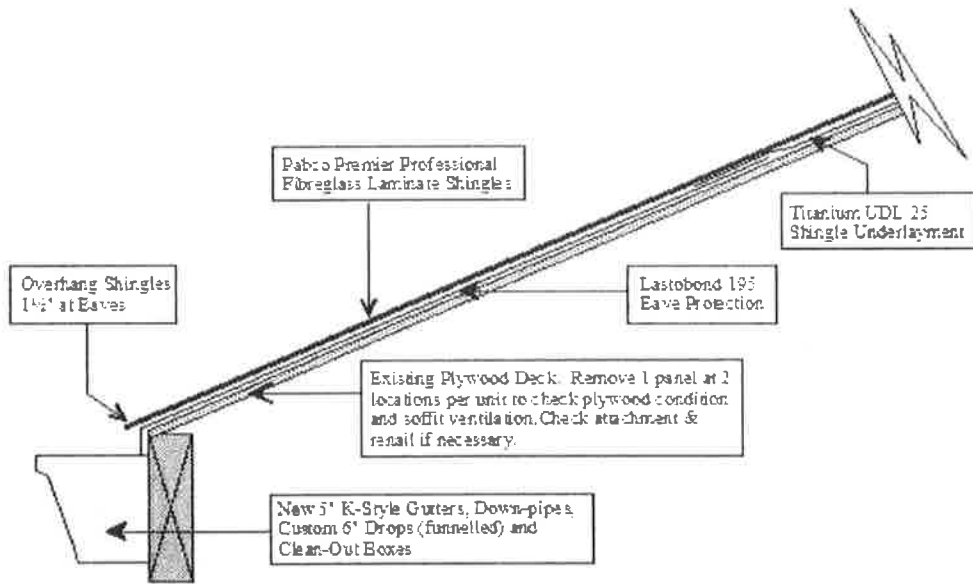
THE DRAWINGS

**SITE MAP**




DWN: DBT	DATE: March 2018	Site Map	SCALE: NTS
PROJECT:	Re-Roofing at Brock Place, Contract 18: 196, 882 Brock Place, Victoria, BC		
CLIENT:	Capital Region Housing Corporation		
	<b>WESTCOAST ROOF INSPECTION SERVICES LIMITED</b>	DWG. NO <b>SM-1</b>	REV

### EAVE DETAIL



*\* Not to Scale \**

DWN: DBT	DATE: March 2018	Eave Detail	SCALE: NTS
PROJECT: Re-Roofing at Brock Place, Contract 18.196, 882 Brock Place, Victoria, BC			
CLIENT: Capital Region Housing Corporation			
 <b>WESTCOAST ROOF INSPECTION SERVICES LIMITED</b>	DWG. NO.	REV	
	<b>SK-1</b>		

