

CAPITAL REGION HOUSING CORPORATON  
(CRHC)

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES 18/198  
*Royal Oak Square*

AUGUST 2018

PPSS-477438781-1739

CAPITAL REGION HOUSING CORPORATON

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

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CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**INVITATION TO TENDER**

Sealed Tenders, plainly marked on the envelope "Tender for **PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES 18/198**" will be received by the Capital Region Housing Corporation at their offices at 631 Fisgard Street, Victoria, British Columbia up to **3:00:00 pm** local time on **September 19, 2018** at which time they will be opened in public.

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

The supply of all labour, tools, equipment, materials, storage, delivery, supervision and all other services required by the Contractor to remove & dispose of the existing privacy fences and partition walls at Block 1 & 2 (Units #1 -#18) and replace them with newly constructed privacy fencing, gates and partition walls, as per specifications, Royal Oak Square: 819 Lodi Avenue.

Qualified bidders must be W.C.B. listed, in good standing for a minimum of five (5) years, employ qualified journeyman carpenters (if apprentices are used they are to have oversight by journeyman carpenters), and be able to demonstrate satisfactory completion of similar projects in size and scope (Section 31, Pg. 34 for more detail). A representative of each qualified tenderer is required to have been in attendance for the entire meeting and completed the sign in sheet at the Mandatory Pre-Bid Site meeting on the date & time indicated below.

A **mandatory** pre-tender site meeting will be held at "ROYAL OAK SQUARE", 819 Lodi Avenue, on **Thursday, August 30, 2018** at 8:30 AM. The meeting will commence at the municipal sidewalk on Lodi Avenue, near the corner of Craigo Park Way and proceed into the site once the attendance is closed, 8:35 am. The meeting may proceed to another site, if required.

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 August 27, 2018.

Digital copies may also be downloaded from [www.crd.bc.ca/about/contracts-rfps/](http://www.crd.bc.ca/about/contracts-rfps/) by registered contractors at no cost. Copies 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. Please call in advance for hard copy pick up.

Please bring your copy to the Mandatory Site visit for ease of reference.

The lowest or any tender will not necessarily be accepted.

For information and/or contract enquiries please contact Carissa Baynes at 250-360-3377, [cbaynes@crd.bc.ca](mailto:cbaynes@crd.bc.ca) . Project or Site enquiries to Kristin Kemle (Project Manager) at 250-360-3372, [kkemle@crd.bc.ca](mailto:kkemle@crd.bc.ca) (please cc. [cbaynes@crd.bc.ca](mailto:cbaynes@crd.bc.ca) )

Carissa Baynes  
Property Manager, Procurement & Asset Services  
Capital Region Housing Corporation

CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**INSTRUCTIONS 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 Capital Region Housing Corporation at 631 Fisgard Street, Victoria, BC, 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.

## 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 "PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES 18/198." 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 250-360-3377. 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 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 meeting the minimum qualifications set out in the invitation to tender, his previous experience with the type of work proposed and demonstrate his proven ability to successfully 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 **Thursday, August 30, 2018 at 8:30 AM**. The meeting will commence at the municipal sidewalk of Royal Oak Square, 819 Lodi Avenue, Saanich, BC and proceed into the site once the attendance is closed at 8:35 AM. The meeting may proceed to another site, if required. 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.

CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

TENDER FORM

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

ROYAL OAK SQUARE: TOTAL TENDERED AMOUNT OF \$ \_\_\_\_\_ (lawful money of Canada) (Carried forward from the Schedule of Prices and Estimated Quantities)

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

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

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

NAME OF TENDERER \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**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
A.	Royal Oak Square – 819 Lodi Avenue Block 1 Units #1-7				\$
	Block 2 Units #8-18				\$
B.	Staining – minimum two coat application on all surfaces & ends of new privacy fencing, gates etc.				\$
				Royal Oak Square Subtotal	\$
				GST	\$
				Royal Oak Square TOTAL TENDERED AMOUNT CARRIED to Page 8	\$

NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities shall be used as a guide to break out work when working to maintain budgets.

**ADDITIONAL WORK – UNIT PRICE SUPPLEMENT**

ITEM	DESCRIPTION	RATE
1.0	<b>LABOUR RATES (Excluding G.S.T.)</b>	
1.1	Carpenter (T.Q.)	\$ _____ / Hr
1.2	Journey Apprentice	\$ _____ / Hr
1.3	Labourer	\$ _____ / Hr
1.4	Other	\$ _____ / Hr
2.0	<b>MATERIAL &amp; DISPOSAL RATES (Excluding G.S.T.)</b>	
2.1	Mark-up on Materials	_____ %
2.2	Mark up on Disposal	_____ %
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,</b> and the consultant and/or the Housing Corporation will verify prior to performing any additional work.	

CAPITAL REGION HOUSING CORPORATION  
PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**LIST OF PREVIOUS CONTRACTS**

The Tenderer shall fill in details below of the most recent contracts, other than for CRHC, 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:	CLIENT:
CONTACT NAME:	TELEPHONE NUMBER:
	DATE OF WORK:
CONTRACT VALUE:	
DESCRIPTION OF WORK:	

---

LOCATION:	CLIENT:
CONTACT NAME:	TELEPHONE NUMBER:
	DATE OF WORK:
CONTRACT VALUE:	
DESCRIPTION OF WORK:	

---

LOCATION:	CLIENT:
CONTACT NAME:	TELEPHONE NUMBER:
	DATE OF WORK:
CONTRACT VALUE:	
DESCRIPTION OF WORK:	

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CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**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. Please attach a current Clearance Letter, if appropriate.

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

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

CAPITAL REGION HOUSING CORPORATION  
PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**UNDERTAKING OF LIABILITY INSURANCE**

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 THREE MILLION DOLLARS (\$3,000,000.00) Commercial General Liability Insurance, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to:

- (a) Name the Capital Region Housing Corporation as additional insureds;
- (b) This policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
- (c) Ensure such policy cannot be cancelled or materially changed without at least FIFTEEN (15) CALENDAR DAYS written notice to the CAPITAL REGION HOUSING CORPORATION, delivered to the above-noted address.

Signed and sealed at \_\_\_\_\_, Province of \_\_\_\_\_,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on behalf of \_\_\_\_\_ by:

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
(NAME AND TITLE)

CAPITAL REGION HOUSING CORPORATION  
PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

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

IN THE MATTER OF:

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES 18/198

TO WIT:

I, \_\_\_\_\_  
(Contractor to fill in name and company address)

in the Province of British Columbia do solemnly declare

1. That I am \_\_\_\_\_  
(Official Position with the company and name of company)

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

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

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

DECLARED BEFORE ME AT

\_\_\_\_\_ in \_\_\_\_\_ )  
the Province of British Columbia, on this \_\_\_\_\_ )  
day of \_\_\_\_\_, 20\_\_\_\_ )  
 )  
 )  
 ) \_\_\_\_\_ )  
 ) Signature of Contractor's )  
 ) Authorized Representative )  
A Commissioner for taking Affidavits for )  
British Columbia )



CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

**AGREEMENT BETWEEN THE OWNER AND CONTRACTOR**

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

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

ARTICLE 1.

The Contractor shall:

- i) Be and assume the responsibilities of the Prime Contractor as defined in Part 3 of the Workers' Compensation Act of the Province of British Columbia, and note this fact on the Notice of Project submitted to WorkSafeBC, and comply with the provisions and amendments thereto of the Workers' Compensation Act of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional, and municipal laws, regulations, ordinances, codes, policies and procedures.
- 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 "PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES 18/198."
- iii) Commence to proceed actively with the work of the Contract within a period of FOURTEEN (14) CALENDAR DAYS of receipt of the Notice to Proceed and complete all work under this Contract within a period of \_\_\_\_\_ CALENDAR DAYS from the date of the Notice to Proceed subject to the provisions herein for the extension of Contract time, and shall guarantee all materials furnished and work performed, for a period of ONE (1) YEAR from the date of acceptance contained in the Notice of Acceptance.

ARTICLE 2.

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

ARTICLE 3.

The Invitation to Tender, Instructions to Tenderers, executed Tender Form, General Conditions, Specifications, Appendices, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between

the parties, and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

ARTICLE 4.

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

ARTICLE 5.

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

ARTICLE 6.

All communication in writing between the parties or between them and the Project/Property Manager shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation 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 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (Fax No.)  
 \_\_\_\_\_  
 (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

\_\_\_\_\_  
(Contractor – please print full name of Company)

(Seal)

Was hereunto affixed in the presence of:

\_\_\_\_\_  
Authorized Signing Officer and Position (please print)

\_\_\_\_\_  
Signature of Authorized Signing Officer

**NOTE:**

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

**For Owner (the CAPITAL REGION HOUSING CORPORATION):**

\_\_\_\_\_  
Authorized Signing Officer and Position (please print)

\_\_\_\_\_  
Authorized Signing Officer and Position (please print)

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

## GENERAL CONDITIONS

CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

GENERAL CONDITIONS

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CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

GENERAL CONDITIONS

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 (CRHC).

"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. 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 or project 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 personnel 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 work at sites is impacted by the Residential Tenancy Act. Works on exterior common space or limited use areas such as yard enclosures and balcony/patios is to have a minimum of five (5) days' notice to allow time to circulate required notification to tenants. 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.

### 4. EXISTING UTILITIES

The Contractor shall locate all existing utilities and service connections and shall preserve and protect them from damage. Measurements and locations of utilities and structures, shown on any Drawings, are compiled from the most reliable data available, but are not guaranteed to be accurate and complete. All such measurements, locations and any plans and descriptions, verbal or otherwise, are intended only as an aid to the Contractor.

The Contractor is to use existing 'House' utilities only as designated by the Owners 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.

### 5. 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.

6. 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.

7. 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.

8. 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 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.

9. 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."

10. 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.

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.

#### 11. 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.

#### 12. 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.

The Contractor shall, prior to release of holdback, deposit with the Owner a Letter of Credit in the amount of (DOLLAR FIGURE/10% OF TOTAL TENDER PRICE) which may be drawn upon by the Owner in its sole discretion, after giving notice in writing to the Contractor, for the rectification of deficiencies in the work. The Letter of Credit shall be an irrevocable Commercial Letter of Credit in the form provided herein, or an acceptable similar form, and be issued by a Victoria branch of a bank licensed to conduct business in the Province of British Columbia. The letter of credit shall be valid for one (1) year from the date of Notice of Substantial Completion.

#### 13. 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.

#### 14. 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 THREE MILLION DOLLAR (\$3,000,000.00) 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.

15. 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.

16. BUILDERS' LIENS

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. CONTINGENCY

If applicable, a 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 24. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item.

Any contingency sum stated in these documents is for budgeting purposes only and must not be included in the Total Tendered Amount.

24. 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.

25. 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.

#### 26. 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.

#### 27. 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.

#### 28. PATENT FEES

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.

#### 29. 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, if applicable.

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

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

LETTER OF CREDIT

[Applicable to Contract Guarantee Period]

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

Initial Expiry Date: \_\_\_\_\_

TO: The 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:

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



## THE SPECIFICATIONS

CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

TECHNICAL SPECIFICATIONS

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CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

TECHNICAL SPECIFICATIONS

30. GENERAL

The Work comprises of the supply of all labour, tools, equipment, materials, storage, delivery, supervision and all other services required by the Contractor to remove & dispose of the existing privacy fences and partition walls at Block 1 & 2 (Units#1-18) and replace them with newly constructed privacy fencing, gates and partition walls, as per specifications, at various townhouse sites. This includes any wood fencing that is part of rails at parking areas serving these two blocks.

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

(a) LOCATION OF THE WORK:

**ROYAL OAK SQUARE – 819 Lodi Avenue**, Saanich, BC – Blocks 1 & 2 only \*\*please note there are three driveways that don't connect, serving 38 townhouses.

Site contact: Alan P. 250-360-3388; Property Manager Kristin K. 250-360-3372

(b) STAFF & CHARACTER OF WORKERS:

- i) 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.
- ii) All workers are to be tactful and courteous in dealing with the public and Tenants
- iii) **Smoking, of any kind, is not permitted on the properties owned or managed by CRHC; this includes vaping.**

(c) PROTECTION:

- i) The Contractor shall adequately protect all CRHC property, adjacent neighbours' property and all CRHC's 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 and/or the Contractor's agents or employees, in the performance of this work. If any damage is not made good satisfactorily, Capital Region Housing Corporation will rectify the damage(s) and deduct the costs from the payment to the Contractor.
- ii) The Contractor shall adequately protect all landscaping that is intended to remain intact.
- iii) All equipment and supplies shall be securely stored and locked when not in use to prevent access to the balconies, roofs or through windows by other parties than the Contractor.

(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.
- iii) Promptly remove all materials, nails, tools and equipment from previous work areas and thoroughly clean adjacent surfaces as work progresses.

- iv) Sprinklers to be checked for full function and left operational as each block section is completed.

### 31. SCOPE OF WORK

- (a) The Work includes, but is not necessarily limited to the following:
  - i) Demolition and disposal of all parts of the existing privacy fencing & driveway/parking wood fencing on Blocks 1 & 2 including gates, partition walls, concrete footings to 6" below grade and possible landscaping.
  - ii) Installation of new fencing in same location as existing (including gates, partition walls) as specified
  - iii) Application of a minimum two coats Exterior Semi-Transparent Stain (MPI#13 & 33); for intended coverage and acceptable finish quality, Owner to select colour to match other previously replaced blocks of fencing.
  - iv) Repair landscape areas, top dress and reseed any damaged lawn &/or irrigation heads & lines. Snow fencing may be required to allow for germination. Final sign off is to include a review of the irrigation in full operation to ensure that any damage caused by construction has been identified and repaired.
- (b) The Contractor shall provide all permits, materials, equipment, supervision and labour necessary to execute the contract.

### 32. REFERENCE STANDARDS

- (a) CSA B111-1974 (R2003)-Wire Nails, Spikes and Staples
- (b) AWPA M4-01- Standard for the Care of Preservative-Treated Wood Products
- (c) British Columbia Building Code
- (d) National Lumber Grades Authority (NLGA) - Standard Grading Rules for Canadian Lumber, latest edition
- (e) Portland Cement to CSA-A3000-08

### 33. QUALITY ASSURANCE

- (a) Qualification of installers: This Contractor shall maintain a qualified crew of carpenters throughout the duration of the work. Qualified journeymen shall be engaged in framing and each journeyman shall have a BC tradesmen certificate of proficiency. If apprentices and labourers are used Journeyman Carpenters are to be on site to oversee the work.
- (b) Lumber Identification: By grade stamp of an agency certified by Canadian Lumber Standard Accreditation Board.

### 34. PROJECT DELIVERY AND STORAGE

- (a) 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. Submit MSDS documentation to the Property Manager prior to delivery to CRHC property. Only materials used on this project are to be stored on site.

- (b) Sort all materials used on the job in a single place designated by the Property Manager.
- (c) Make good all damage to this place of storage and its surrounding upon completion.

### 35. ENVIRONMENTAL REQUIREMENTS

- (a) Do not pour concrete anchors in ground that is unsuitable to allow for setting and curing to a suitable strength to provide intended support.
- (b) UNLESS specifically pre-approved by the Owner and the applied product manufacturer perform no fence staining unless the following minimum conditions exist:
  - i) Temperature: Exterior: 10° Celsius minimum. No painting is to be carried out immediately after frost or dew.
  - ii) Moisture: All surfaces to be dry to less than 12% and confirmed every 10m<sup>2</sup> with a moisture metre. Relative humidity to be less than 85%.
  - iii) Lighting: Minimum 150 LUV

### 36. PRE-INSTALLATION CONFERENCE

- (a) 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.
- (b) Commencement of the construction or any part thereof constitutes acceptance of existing conditions and means dimensions, elevations and utilities have been considered, verified &/or identified and are acceptable to proceed.

### 37. QUERIES

- (a) All Contractual queries shall be directed to:  
Ms. Carissa Baynes: Property Manager, Procurement & Asset Services  
Capital Region Housing Corporation  
Phone: (250) 360-3377  
Fax: (250) 361-4970  
Email: cbaynes@crd.bc.ca
- (b) Site or Works queries shall be directed to:  
Ms. Kristin Kemle: Property Manager, Facilities and Maintenance  
Phone: (250) 360-3372  
Email: kkemle@crd.bc.ca

### 38. MATERIALS

#### (a) LUMBER

- i) Lumber: Except as indicated or stated otherwise lumber to be S1S2E, kiln-dried cedar, moisture content 12% or less in accordance with the following standards:
  - a. CSA 0141.
  - b. National Lumber Grades Authority (NLGA) Standard Grading Rules for Canadian Lumber.
  - c. National Lumber Grades Authority (NLGA) Standard Grading Rules for Canadian Lumber.
  - d. Posts: framing posts are to be 4' x 4'; intermediary posts 2' x 4'.

#### (b) FASTENERS

- i) Nail, Spikes and Staples:
  - a. To CSA B111
  - b. Use common spiral nails and spiral spikes, except where indicated otherwise, for interior work.
  - c. All nails, spikes and staples in contact with borate treated lumber to be hot-dipped galvanized finished steel. All such fasteners in contact with ACQ treated lumber to be stainless steel.
- ii) Bolt, nut, washer, screw and pin type fasteners: hot-dipped galvanized finished steel for all fasteners in contact with borate treated lumber or stainless steel for all fasteners in contact with ACQ treated lumber unless stated otherwise.
- iii) Do not combine stainless steel fasteners with galvanized hardware or vice-versa.
- iv) Use hot galvanized finish steel for all exterior work and for pressure treated lumber unless stated otherwise.

#### (c) PANEL MATERIAL END USES

- i) Nail, Spikes and Staples: To CSA B111.
- ii) Use hot galvanized finish steel for exterior work, and for pressure treated lumber, unless stated otherwise.

#### (d) PRESERVATIVE TREATMENT

- i) Treat following items in accordance with applicable CSA 080 commodity standard using chromated copper arsenate (CCA) preservative to obtain minimum net retention of 4.0 kg/m<sup>3</sup> of wood.
- ii) All pressure-treated lumber shall carry the Canadian Wood Preserver's Bureau Quality Mark.
- iii) Following water-borne preservative treatment, dry material to maximum moisture content of 12%.

#### (e) SEMI-TRANSPARENT STAIN

- i) All materials and paints shall be lead and mercury free.
- ii) All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Such as Sherwin Williams Semi-transparent Woodscapes, Cloverdale WeatherOne Semi-Transparent, Dulux FloodPro or other industry comparables. The Owner requests that FloodPro Semi-Transparent penetrating Oil Finish, Colour: 'Chambray' be used to ensure uniformity with fencing at Blocks 3-5.

#### (f) CONCRETE

- i) Concrete is to be a minimum 25-28 MPA, to provide support as anticipated.
- ii) Curing & protection of concrete for hot, cold or dry weather is required.
- iii) No rebar is to be used in concrete post footing.

(f) FILLER

- i) Crushed gravel; aggregate size to be determined by the Contractor to meet placement and finishing requirements.

39. EXECUTION

(a) REMOVAL

- i) Remove and dispose of existing privacy fencing including concrete at footings to a minimum of 6" below grade. Contractor not to use household garbage dumpsters supplied by Owner for Tenants.
- ii) Contractors' 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. Contractor is to take measures to protect and prevent illegal dumping into dumpsters, after hours.
- iii) Remove existing landscaping material as agreed through consultation with Owner. Protect those that remain.
- iv) Protect structure, downpipes & lawn irrigation during removal and construction. Damages caused by the Contractor are to be repaired at no cost to Owner.

(b) ERECTION OF FRAMING MEMBERS, GENERAL

- i) Install members true to line, levels and elevations, square and plumb. Space uniformly. Post to post span is not to exceed 8 feet. 2" x 4" intermediate support is required on any span greater than 4 feet.
- ii) The initial post is to be set back 10-12" from building wall, so that the horizontal boards extending back to the wall leave no more than 2-3" gap from wall. If greater, Contractor is to make the Owner aware.
- iii) Contractor to patch exterior wall siding where the old privacy fencing attached, if required. This includes 1 coat primer, an intermediate coating and a finish coat of exterior latex paint. Owner to provide colour codes.
- iv) Construct continuous members from pieces of longest practicable length.
- v) Select exposed framing for appearance. Install lumber and panel materials so that grade-marks and other defacing marks are concealed or are removed by sanding where materials are left exposed.
- vi) Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.
- vii) Countersink bolts where necessary to provide clearance for other work.

(c) POST FOOTINGS

- i) Install a 12" x 24" concrete post footing to finish with a reduced collar of 6" x 6".
- ii) Set the base anchor into concrete post footing, which is to be 2" above the cutting height of the adjacent lawn.

(d) FENCE STYLE

- i) See drawings for fence type 1 & 2; FT1 to occur at back of yard, parallel to building & FT2 to occur between yard, perpendicular to building and to be sloped to meet the lower height of FT1.
- ii) Slats are to be off set as per the fence section, to maximize privacy between yards.

(e) GATES

Gates that occur as part of unit yard enclosures are to be maintained. The gate style is to match corresponding fence style FT1 and appear continuous when closed.

- i) ROYAL OAK SQUARE: Gates on yard enclosures are generally located at back of Block 1, Units #3-7 and Block 2, Units #8-12. Contractor to confirm count, if required for pricing.

(f) STAINING

- i) Application of a minimum two coats Exterior Semi-Transparent Stain (MPI#13 & 33); for intended coverage and acceptable finish quality, see 38 (e) ii - for Owner's colour selection.
- ii) Do not commence staining unless substrates and all environmental conditions are acceptable for the application of products.
- iii) Apply stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- iv) Do not apply finishes on exterior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- v) All field cut ends are to be finished with two coats of stain.
- vi) At project completion provide a minimum of 4 liters (1 gallon) of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance.



## THE DRAWINGS

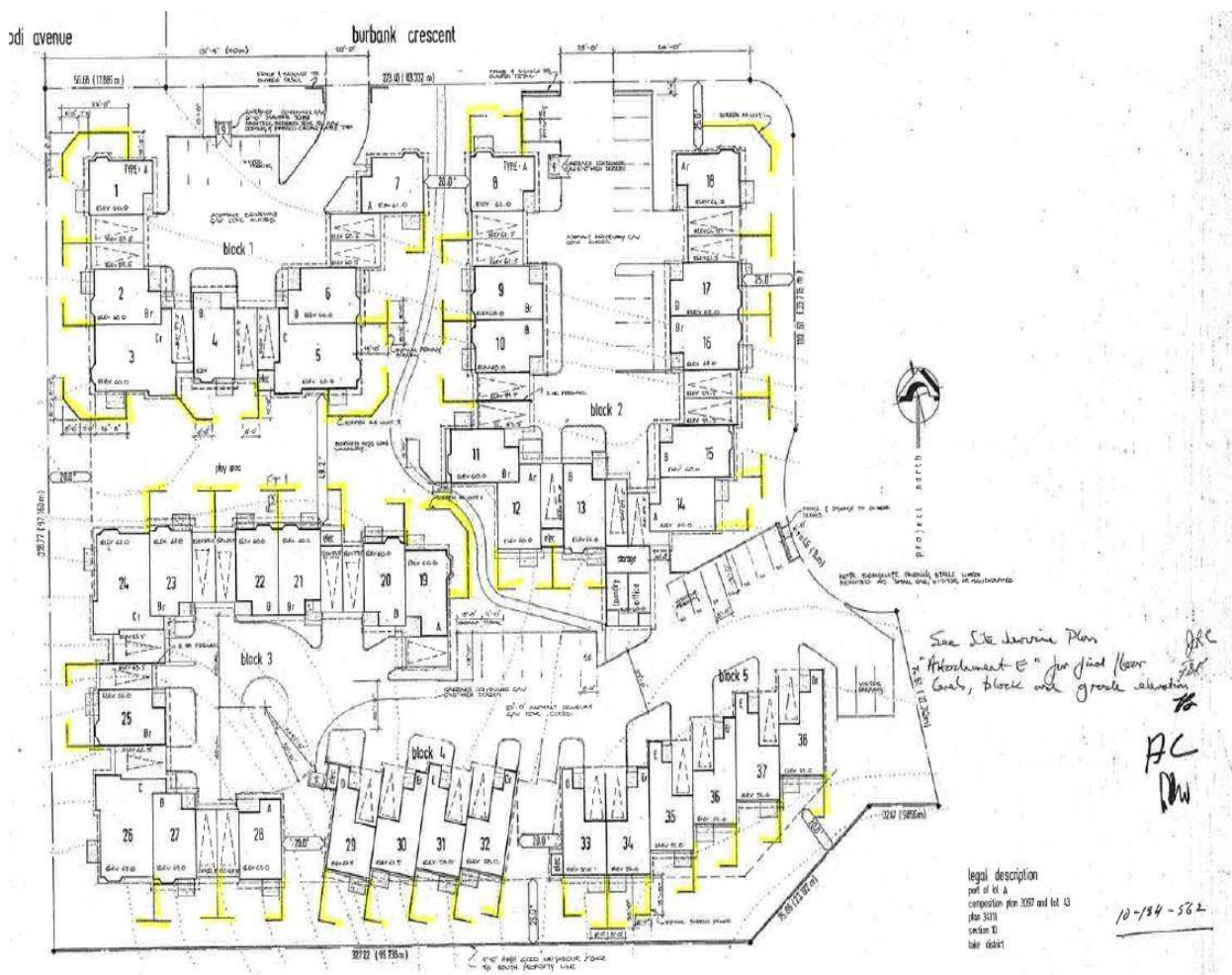
CAPITAL REGION HOUSING CORPORATION

PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

DRAWING

A1: 819 LODI AVENUE (ROYAL OAK SQUARE) TOWNHOUSE SITE PLAN

Notes: Existing yard enclosures are highlighted in yellow. The fencing to be replaced under this opportunity is attached to or associated with Blocks 1 & 2 only.



See Site Service Plan  
 Attachment E for final floor  
 Goals, block and grade elevations  
 JRC  
 JSC  
 AC  
 DW

legal description  
 part of lot A  
 subdivision plan 3037 and lot 13  
 plan 3013  
 section 10  
 base 6611

10-184-562

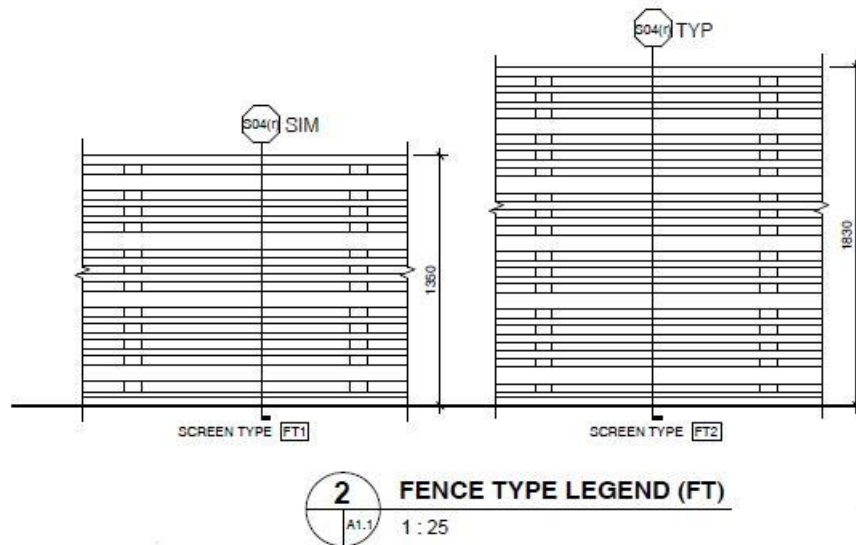
Z existing yard enclosures

lodi avenue townhouses		JUL 9 1983	8230
Drawn by	Site plan	A-1	1/7/8
Vic Davies / Bas Smith Architects			
208-101 Cooper Park Road, Victoria B.C. V8P 3P2			

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PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

DRAWING

**SK1: FENCE TYPE LEGEND**



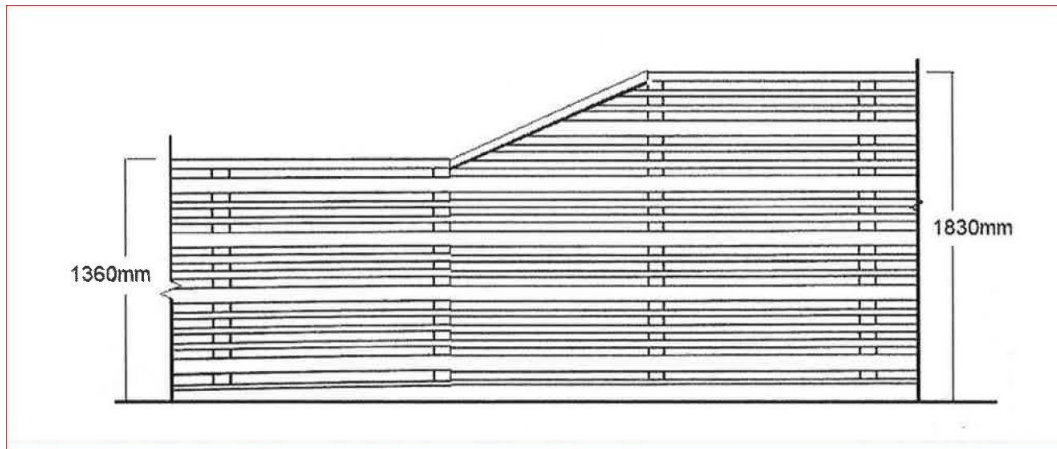
**FT1** is to be the style of fence used at the back of yard running parallel to the building. Currently the heights of these sections range 25.5-47”. The FT1 style is to be scaled to maintain the existing privacy fence heights.

**FT2** is to be the style of fence used as privacy fencing between unit yards, to maintain privacy. The height indicated in the drawing is to be used for the first panel closest to the building and then slope to the height of the FT1 end fence wall. , see SK2 for example of fencing work previously completed at Blocks 3-5.

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PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES

DRAWING

**SK2: FENCE HEIGHT TRANSITIONS, TO BE MATCHED WITH FENCING AT BLOCKS 3-5**



FT2 transition slope to lower height of FT1.  
Transition slope from FT2 will vary depending on height of FT1 fence.

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PRIVACY FENCE REPLACEMENT AT TOWNHOUSE SITES  
DRAWING

SK3: FENCE SECTION

C.R.H.C.  
Privacy Fence Detail

