



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

# Request for Proposal

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RFP No. 21/210  
Gutter Cleaning

October 2021

CAPITAL REGION HOUSING CORPORATION

Request for Proposal

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REQUEST FOR PROPOSAL  
GUTTER CLEANING

RFP NO. 21/210

## 1. Instructions to Proponents

### 1.1. Invitation

The CAPITAL REGION HOUSING CORPORATION ("CRHC") invites detailed proposals from contractors (the "Proponents") in strict accordance with these Proposal Documents (CRHC, RFP No. 21/210). The proposals will be evaluated for the selection of a contractor (or contractors) with the intent to enter into a contract (the "Contract") to provide the services described in Appendix "A".

The purpose of this Request for Proposal ("RFP") is to select a contractor (the "Contractor") to supply all labour, supervision, materials, plant, equipment, small tools and all other services to clean all gutters systems, between November 10 & December 31 of the current year. The work is to **include both the inside & outside surfaces of the gutters**, located at fifty (50) housing complexes managed by the Capital Region Housing Corporation. (See Appendix A, pg. 2, section 9 for minimum Gutter Cleaning Standards) In the provision of the Services, the Contractor must meet the CRHC's approved gutter cleaning standards and all other specifications contained herein.

A Contract will not necessarily result from this RFP.

### 1.2. Closing Time and Date for Submission of Proposals

The CRHC will accept one copy of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

**Attention:** Kristin Kemle  
Senior Property Manager  
Procurement & Asset Services  
CRHC  
**Address:** CAPITAL REGION HOUSING CORPORATION  
631 Fisgard Street  
Victoria, BC, V8W 1R7  
Fax: 250-361-4970

**On or before the following date and time (the "Closing Time"):**

**Time:** 4:00:00 pm [local time]  
**Date:** 29 October 2021

The CRHC reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

### 1.3. Not a Tender

This is a Request for Proposal and not a tender call.

### 1.4. Proposal Documents

RFP documents may be obtained from Capital Region Housing Corporation staff at 631 Fisgard Street, Victoria, BC, V8W 1R7. Alternatively, they may also be downloaded digitally from [www.CRD.bc.ca/about/contracts-rfps/](http://www.CRD.bc.ca/about/contracts-rfps/).

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the CRHC at the time the Proponent receives a set of Proposal Documents.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Please use and reference the above RFP number on all correspondence.

Incomplete proposals may be rejected at the sole discretion of the CRHC.

### 1.5. Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the "CRHC Representative"). Information obtained from any person or source other than the CRHC Representative may not be relied upon.

**Name:** Kristin Kemle  
**Address:** 631 Fisgard Street, Victoria, BC, V8W 1R7  
**Fax:** 250-361-4970  
**Telephone:** 250-360-3377  
**Email:** kkemle@crd.bc.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The CRHC reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRHC.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CRHC Representative. If the CRHC determines that an amendment is required to this RFP, the CRHC Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### 1.6. Information Meeting

An information meeting is not applicable and so will not be hosted by the CRHC to tour the buildings.

**Date:** [Click here to pick a date, if applicable](#)  
**Time:** [Click here to enter time as: From xx:xx a.m./p.m. To xx:xx a.m./p.m. OR N/A \(Local Time\)](#)  
**Location:** [Click here to enter physical address and Room Name or Number OR N/A.](#)  
**Phone:** [Click here to enter XXX-XXX-XXXX.](#)

### 1.7. Addenda

If the CRHC determines that an amendment is required to this RFP, the CRHC will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

### 1.8. Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

### 1.9. Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they are received by the CRHC's fax machine prior to the Closing Time. A Proponent bears all risk that the CRHC's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRHC fax number listed in section 1.2.

### 1.10. CRHC's Right to Modify Terms and Negotiate

The CRHC, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRHC also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Proponents any modification or variation of the terms of the RFP, including any of the documents that form part of the Contract herein or any modification or variation of the terms of any

Proposal, including price, that the CRHC considers to be in its best interests. For certainty and without limiting the foregoing, the CRHC may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the Services to be provided by the Proponent.

#### **1.11. Examination of Contract Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

### **2. Proposal Submission Form and Contents**

#### **2.1. Package**

Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number.

#### **2.2. Form of Proposal**

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal, including Submittal Forms 1 to 5.

#### **2.3. Signature**

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRHC that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

### **3. Evaluation and Selection**

#### **3.1. Evaluation Team**

The CRHC will select at least three individuals to form the Evaluation Team, who will evaluate all received Proposals. The Evaluation Team may consult with others including CRHC staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required.

#### **3.2. Evaluation Criteria**

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to select the Proposal which is most advantageous to the CRHC, using the following general criteria:

- (a) Confirm minimum requirements of qualifications have been met; if not no further evaluation of the proposal will be made.
- (b) Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed method of inspection and quality control, proposed sequence of work.
- (c) Experience and capability of Contractor, staff and/or subcontractors in similar assignments;

- (d) Past performance of Contractor, staff and/or subcontractors as determined from the CRHC and references.
- (e) Availability and commitment of resources including staff, office and/or technical support as indicated by the timeline of proposed scheduling & anticipated completion date;
- (f) Past performance of cost and scheduling control practice.
- (g) Fee schedule and total cost of Services (upset fee) to the CRHC.
- (h) Call back and warranty offer including response time.

Specific criteria and their relative importance are outlined in the Evaluation Form attached as Appendix "C".

### **3.3. Litigation**

In addition to any other provision of this RFP, the CRHC may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRHC, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRHC will consider whether the litigation is likely to affect the Proponent's ability to work with the CRHC, its contractors and representatives and whether the CRHC's experience with the Proponent indicates that there is a risk the CRHC will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### **3.4. Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

### **3.5. Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

### **3.6. Multiple Proponents**

The CRHC reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the CRHC may decide, and to select one or more to enter into discussions and/or negotiations with the CRHC for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CRHC that might result or be achieved from the CRHC dividing up the Services and entering into one or more Contracts with one or more Proponents.

### **3.7. Negotiation of Contract and Award**

If the CRHC selects one or more Proponents, then it may enter into a Contract with the Proponent(s), or enter into discussions with the Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the CRHC reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRHC may give the Proponent(s) written notice to terminate discussions, in which event the CRHC may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

#### **4. General Conditions**

##### **4.1. No CRHC Obligation**

This RFP does not commit the CRHC in any way to select a Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRHC reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

##### **4.2. Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRHC or its representatives and contractors relating to or arising from this RFP.

##### **4.3. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

##### **4.4. Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRHC, its elected or appointed officials or employees. The CRHC may rely upon such disclosure.

##### **4.5. Solicitation of CRHC Staff, Board Members, Contractors**

Proponents and their agents will not contact any member of the CRHC Board, CRHC staff or CRHC contractors with respect to this RFP, other than the CRHC Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

##### **4.6. Disclaimers/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The CRHC, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRHC. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRHC, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

##### **4.7. Confidentiality**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRHC on a confidential basis as a result of or during the course of the RFP process.

#### **4.8. Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRHC, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRHC will hold in confidence any such information received from a Proponent. However, the CRHC specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its contractors and contractors where the distribution of that information is considered by the CRHC to be necessary to its internal consultation process.

#### **4.9. Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the CRHC local area network time.

#### **4.10. Acceptance of Terms**

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.



## **APPENDIX "A" – SCOPE OF SERVICES**

### **1. Specifications**

The Work comprises of the supply of supervision, labour, materials, plant, equipment, small tools and all other services to clean all gutters, between **November 10<sup>th</sup> and December 31<sup>st</sup>** of the current year. The work is to **include both the inside & outside surfaces of the gutters**, located at fifty (50) housing complexes managed by the Capital Region Housing Corporation. ((See Appendix A, pg. 2, section 9 for minimum Gutter Cleaning Standards).

Qualified participants must have their business in good standing with WorkSafe BC to the satisfaction of the Capital Region Housing Corporation, hold Commercial General Liability & Property Damage Insurance with a minimum coverage of \$3,000,000 and currently be providing similar service to three comparable local locations/customers.

The Contractor agrees to exercise good public relations in exercising his/her authority under this Agreement. This includes observing and maintaining the 'No smoking' restriction on all CRHC property.

### **2. General**

Locations of the Work is at various Capital Region Housing Corporation Housing multi-family housing sites located within the Capital Regional District. Full list of addresses and site contact names and numbers are found on Appendix "B" – Submittal Form 4 – Schedule of Lump Sum Prices.

### **3. Hours of Work**

The Contractor's hours of work will be between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, Monday through Friday, except as directed by the Property Manager. There will be no work on CRHC properties on weekends or statutory holidays. The Work must be carried out an established and pre-approved schedule.

### **4. Character of Workers**

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them, and be tactful and courteous in dealing with the public. 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.

### **5. Inspection**

Regular and special inspections will be made by the Caretaker or the Property Manager, who will decide whether or not the work is satisfactory. Prior to work finishing at a site location, the Contractor is required to coordinate a mutually agreeable time with the Caretaker in order to do a final inspection of the Works.

### **6. Protection**

The Contractor shall adequately protect all Housing Corporation property and all Housing Corporation tenant property from damage. The Contractor shall use ladder standoffs where ever practical to minimize the risk of damage to gutters and roof components. They will also be responsible for and shall make good any damage whatsoever to the Housing Corporation and/or tenant property resulting from any act or omission of the Contractor, his/her agents or employees, in the performance of this Work. If damage is not made good satisfactorily, the Housing Corporation will rectify the damage(s) and deduct the costs from the payment to the Contractor.

## 7. Safety

Working alone is not permitted. A minimum of two workmen working together on site at all times is required while gutter cleaning operations are underway. All safety measures respecting personnel and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction shall be observed at all times. Work must be done in a safe manner and in compliance with WorkSafe BC. The Contractor will be deemed to be the Prime Contractor.

## 8. Delivery/Storage/Handling

Delivery, storage and handling of materials and equipment are the responsibility of the Contractor.

All waste materials are to be removed, becoming the property of the Contractor and must be disposed of in conformance with Municipal, Provincial, Federal and WCB requirements. Use of Housing Corporation receptacles on site by the Contractor is not permitted.

The Contractor shall not unreasonably encumber the site with materials or equipment.

Make good all damage to this place of storage and its surrounding upon completion.

## 9. Gutter Cleaning Standards

CRHC's approved gutter cleaning standards are:

- a) Complete washing of the gutter system. This includes the **interior and exterior** of gutters and downspouts being left clean, free of debris, moss, mildew and all other removable soil and staining. This includes downspouts at elbows and joints as well the removal of all debris inside gutters, strainers, drains and rainwater leaders. **This is to include unhooking downspout and cleaning to elbow to ensure no leaves are obstructing the line, removing blockages and then flushing only after all debris has been removed.**
- b) Gutter systems that have ground level cleanouts are to have the cleanouts left free of debris at completion of the work.
- c) **Cleaning of roof valleys** where leaves or other debris has collected. See special notes for full roof leaf removal at Brambles & Firgrove.
- d) Refastening and attaching downspouts throughout the site where they have become unattached at the drop or disconnected at joints.
- e) Precautions are required to prevent water intrusion in the building or water 'over-pressurization' to prevent damage to the gutter system.
- f) All gutters are to be accessed from the exterior of the building.
- g) Gutters which have gutter guard are to have debris cleaned from atop of the guard. Removal of guard and cleaning of interior of these gutters is **not included** unless selected by the Owner from the option on Schedule of Lump Sum Prices. (see \* notes under applicable properties: Brambles, Firgrove, Rosewood & Springtide)
- h) Equipment such as ladders, platforms, standoffs, ropes, etc. shall be well secured when not in use, and removed from the site promptly on completion of each building. Anchoring and securing of ropes to vent pipes and fan housings is prohibited.
- i) "Danger" signs must be used and in place during operations, where such signs are required for the protection of residents and/or the public.
- j) The Contractor is responsible for offsite disposal of all gutter and valley debris removed during the cleaning process.
- k) All work shall be done with minimum of inconvenience to the residents.
- l) Prior to work finishing at a site location, the Contractor is required to coordinate a mutually agreeable time with the Caretaker in order to do a final inspection of the Works and sign off on the Work Completion form. (Appendix B)

**10. Clean Up**

At the completion of each development, make good all areas affected by the work, including but not limited to damage to carpets, fixtures, windows, common areas, hallways, lawns, shrubs and landscaping, to the complete satisfaction of the Housing Corporation. This includes cleaning gutter debris from windows, doors, walls, gardens, walks etc.

**11. Examination**

Carefully examine all site conditions and access. Report all unsatisfactory conditions to the Owner. Commencement of work signifies acceptance of conditions as satisfactory.

**APPENDIX "B" – FORM OF PROPOSAL**

TO: Kristin Kemle

Senior Property Manager, Procurement & Asset Services  
CAPITAL REGION HOUSING CORPORATION  
631 Fisgard Street  
Victoria, BC V8W 1R7

The undersigned Proponent, having carefully read and examined the Instructions to Proponents, Specifications, Form of Proposal, Pro Forma Contract for Services, and all Appendices and Addenda, hereby agrees to the same and having full knowledge of the work required and of the materials and equipment to be furnished and used does hereby propose and offer to enter into a Contract to provide all necessary, labour, material and equipment to complete the work set out in the Request for Proposals for the

TOTAL AMOUNT OF \$ \_\_\_\_\_ (INCL. TAX)  
(Brought forward from the Schedule of Lump Sum Prices)

The undersigned Proponent agrees to complete the Work specified in this Proposal within \_\_\_\_\_ days, a time measured in calendar days after receiving the Notice to Proceed.

The undersigned Proponent hereby agrees that the total amount price proposed shall be in effect and valid for the term set out in the Contract for Services.

The undersigned Proponent hereby agrees that the CRHC is not bound to accept the lowest OR any Proposal received, that the award of the Contract is at the sole discretion of the CRHC, and that the Proponent has no rights or claims against the CRHC in any way whatsoever in the event that this Proposal is not accepted and/or no Contract entered into.

The undersigned Proponent hereby agrees that once the Proposals for this Contract have been opened, this Proposal and the offer constituted hereby shall not be revoked before EITHER acceptance thereof by the CRHC, OR the expiration of SIXTY (60) DAYS after the opening of Proposals for this Contract, whichever shall first occur.

Yours very truly,

\_\_\_\_\_

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_  
(Signature of Contractor)

Dated: \_\_\_\_\_

Name of tenderer: \_\_\_\_\_

Position: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

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

**Submittal Form 1**

**STATEMENT OF QUALIFICATIONS & COMPETENCY**

(To be completed and submitted with Proposal)

**Proponent Information**

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

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

Authorized Signature: \_\_\_\_\_

W.C.B. Registration: \_\_\_\_\_

G.S.T. Registration: \_\_\_\_\_

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

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

1.	Does the Contractor have a Victoria office? If yes, please list. Address and telephone number.	YES	NO
----	---	-----	----

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

If no, please comment on proximity and service times to attend to work in Victoria.  
(i.e start and end times in Victoria area)

\_\_\_\_\_

2. Number of employees in your company? \_\_\_\_\_

3.	Open during normal (8:30 – 4:30) business hours?	YES	NO
----	--	-----	----

4.	Is staff available for minimum 24 hr. call back response during these hours?	YES	NO
----	--	-----	----

5. List the names of professional associations with which you have active membership.

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

6.	Does your firm have any professional designations?	YES	NO
----	--	-----	----

Please identify: \_\_\_\_\_

7. a) Does your company have a Quality Control Program? YES NO  
If yes, please submit a copy of your program with your proposal.

b) If yes, who in your company is responsible for Quality Control?

NAME: \_\_\_\_\_

8. Number of years of experience of the Company with Gutter Cleaning? \_\_\_\_\_

9. Has your firm been issued any non-compliance notices by Workers Compensation Board in the last five (5) years? YES NO

a) if yes, please provide the following details.

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

If more space required please attach an additional sheet.

**Submittal Form 2**

**LIST OF REFERENCES & PREVIOUS CONTRACTS**

(To be completed and submitted with Proposal)

**Work References**

**Provide sources for three (3) references, which includes companies for whom work of a similar nature and value was done in the past two (2) years, excluding the CRHC.**

1) Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Project Date: \_\_\_\_\_ Approx. Value: \_\_\_\_\_

2) Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Project Date: \_\_\_\_\_ Approx. Value: \_\_\_\_\_

3) Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Nature of Contract: \_\_\_\_\_

Project Date: \_\_\_\_\_ Approx. Value: \_\_\_\_\_

**Financial References**

1) Current Bank: \_\_\_\_\_

Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Manager/Credit Officer: \_\_\_\_\_

2) Bidder's Company Principals:

President: \_\_\_\_\_

Other Officers:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

**Reference and Credit Check Authorization:**

I/We authorize and consent to the Capital Region Housing Corporation receiving and exchanging with other, including credit bureaux and other persons with whom I/we have had dealing, credit and other information about me/us. I/We understand that such information will be a factor in the Housing Corporation's decision to award the Contract for this tender.

Individual or Company Name: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_



**Submittal Form 3**

**PROPOSED METHODS**

(To be completed and submitted with Proposal)

To provide the Services in accordance with the Specifications herein, the Contractor proposes that the following methods be used (max. 1-3 pages) in response to the items found in 'a' through 'e' below and include any other information that demonstrates capability to undertake this Work or relating to Service Standards and Quality Assurance):

- a) Detail method of mobilization on site, access, gutter cleaning, immediate work area & general site clean-up as well as product(s) used. (include MSDS sheets, if applicable).
- b) Outline plan to protect work areas, walk ways, entries and exits to allow safety for workers, tenants and general public that may be in or around the property. All Contractor equipment, such as ladders, platforms, ropes, etc. shall be well secured when not in use and removed from the site promptly on completion of each building. Anchoring and securing of ropes to vent pipes and fan housings is prohibited. All work to be carried out in accordance to WorkSafe BC regulations.  
Working alone is not permitted, a minimum of two workers is required on site at all times, while Work is in progress.
- c) Provide a list of equipment and size of manpower / number of crews to be used to accomplish the work. Include a proposed schedule of start and finish dates, beginning no sooner than 12 days after the date the RFP closes. Reasonable schedule dates that are outside of the proposed November 10 – December 31 will be given full consideration.
- d) Proof of Certificate of Commercial General Liability Insurance and Property Damage Insurance, in a form and coverage limits acceptable to the Corporation, covering the duration of the Contract for the value of \$3,000,000.00 inclusive per occurrence; Also proof of Automobile Insurance (on the Contractor's owned and non-owned vehicles) for an adequate amount acceptable to the Corporation and shall in any event be not less than \$3,000,000.00 inclusive, any one accident, and may be provided by an endorsement to the General Liability Insurance or by a separate policy
- e) Provide a copy of all required licences, permits & certificates.

**Submittal Form 4**

**SCHEDULE OF LUMP SUM PRICES**  
(To be completed and submitted with Proposal)

For the purposes of comparison, the Contractor shall break down the proposal amount into the following schedule. The cost of the work not specifically mentioned in this schedule shall be included in the item to which it is most applicable, so the proposal amount includes all work described in the Appendix A - Scope of Services.

The housing complexes included in this Work are listed below. The Contractor will be required to maintain accurate records for each complex for invoicing purposes. The successful Contractor will be responsible to communicate with the office and respective caretaker to ensure that work runs smoothly adhering to an agreed upon schedule with proper courtesy notice to tenants ahead of the Work.

PROJECT	ADDRESS	TYPE OF BUILDING	CARETAKERS/ PHONE #	AMOUNT
Amberlea	3330 Glasgow Avenue	Townhouses & Apartment Building	Dale 250-360-3390	\$ _____
Arbutus View	2964 Harriet Road	Townhouses	John M. 250-360-3383	\$ _____
Beechwood	3936 Gordon Head Road	Townhouses & Apartment Building	Norm 250-360-3391	\$ _____
The Birches	1466 Hillside Avenue	Apartment Building	Norm 250-360-3391	\$ _____
The Brambles (*See note below)	750 Miller Avenue	Townhouses	Scott 250-360-3393	\$ _____
<b>* PLEASE NOTE: The Brambles Block #7 - #10 has gutter guards—price to include the removal of guards, complete cleaning and then reinstatement of guards and the removal of all leaf and tree debris across the entire roof not just valleys.</b>				
Brock Place	882 Brock Avenue	Townhouses	Stephen 250-360-3395	\$ _____
Cairns Park	9882 - 7th Street., Sidney	Townhouses	Doug 250-360-3394	\$ _____
Camosun Place	1530 Camosun Street	Townhouses	Dale 250-360-3390	\$ _____
Campus View	2249 McCoy Road	Townhouses	Norm 250-360-3391	\$ _____

PROJECT	ADDRESS	TYPE OF BUILDING	CARETAKERS/ PHONE #	AMOUNT
Carey Lane	3910 Carey Road	Townhouses	Todd 250-360-3399	\$_____
Carillon Place	625 Superior Street	Townhouses	Barry 250-360-3386	\$_____
Castanea Place (*See note below)	2840 Gillie Place 2860 Quadra Street	Townhouses & Apartment Building	Aaron (250) 360-5681	\$_____
<b>* PLEASE NOTE: Castanea includes the gutters under the balconies on the apartment building.</b>				
Cloverhurst	955 Cloverdale Road	Townhouses	Dale 250-360-3390	\$_____
Colquitz Green	945 Portage Road	Townhouses	John B. (236) 475-1301	\$_____
Creekside	4288 Carey Road	Townhouses	Scott 250-360-3393	\$_____
Firgrove (*See note below)	741&747&755 Lampson St (4 driveways on Lampson) 921 Devonshire Road	Townhouses & Duplexes	John M. 250-360-3383	\$_____
<b>* PLEASE NOTE: Firgrove. pricing to include cost to remove all leaf and tree debris across the entire roof not just valleys.</b>				
Gladstone	1320 Gladstone Avenue	Townhouses	John P. (250) 360-3398	\$_____
Greenlea	788 Shawnee Road	Townhouses	Doug 250-360-3394	\$_____
Grey Oak Square	4021 Saanich Road	Townhouses	Todd 250-360-3399	\$_____
The Hamlet	2620 Shakespeare Street	Townhouses	Dale 250-360-3390	\$_____
Harbour Lane	314 & 324 Kingston Street 515 Pendray Street	Apartment Building & Townhouses	Barry 250-360-3386	\$_____
Harrison	1504 Church Street	Apartment Building	Rob 250-360-3392	\$_____
Hayward Heights (* See note below)	1190 Kings Road 1305 Hillside Avenue	Townhouses	Tibor 250-360-3397	\$_____
<b>* PLEASE NOTE: As Hayward Heights does not have gutters, work shall include cleaning of the flat roof tops only.</b>				

PROJECT	ADDRESS	TYPE OF BUILDING	CARETAKERS/ PHONE #	AMOUNT
Heathers	3169 Tillicum Road	Apartment Building	John B. (236) 475-1301	\$ _____
Heron Cove	10542 McDonald Park Road, Sidney	Townhouses	Doug 250-360-3394	\$ _____
Hockley House**	830 Hockley Ave	Apartments	Jennifer (250) 360-3385	\$ _____
<p><b>* PLEASE NOTE: Hockley House has a restrictive covenant whereby Best Management Practices must be followed for proper disposal of wash-water when cleaning the building:</b></p> <p><i>Dispose of soapy water through a sanitary sewer. If wash-water from pressure washing, window cleaning or any other source is being directed or discharged to a nearby catch basin, then the catch basin will need to be blocked off and that water collected and disposed of also through a sanitary sewer. If the water is evaporated or absorbed into the exterior cladding for eventual drying or absorbed into the ground (landscaping), there is no need to collect and dispose of it.</i></p>				
James Yates Gardens	1150 Yates Street	Apartment Building	Tibor 250-360-3397	\$ _____
Kings Place	1070 Kings Road	Apartment Building and Townhouses	Aaron (250) 360-5681	\$ _____
LeBlond Place	390 Waterfront Crescent 2980 Jutland Road & 2981 Jack Ladder Lane	Apartment Building and Townhouses	John B. (236) 475-1301	\$ _____
Margaret Laurence House	302 Kingston Road	Townhouses	Cale (236) 475-1302	\$ _____
Millstream Ridge**	713-715 Treanor Ave	Apartment Buildings	Ryan (250)360-3396	\$ _____
Oakwinds	1311 Hillside Avenue 1250 Kings Road	Townhouses	Tibor 250-360-3397	\$ _____
Olympic View	4511 Chatterton Way ** Two driveways**	Townhouses *60 Units*	Todd 250-360-3392	\$ _____
Parkview	825 Lodi Ave	Townhouses	Scott 250-360-3393	\$ _____
Pinehurst	617 Battery Street	Townhouses & Heritage House	Cale (236) 475-1302	\$ _____
Portage Place	210 Island Hwy	Townhouses	Stephen 250-360-3395	\$ _____

Appendix B

PROJECT	ADDRESS	TYPE OF BUILDING	CARETAKERS/ PHONE #	AMOUNT
Rosewood (*See note below)	1827 McKenzie Avenue	Apartment Building	Rob 250-360-3392	\$ _____ Leave guards in place OR \$ _____ Removing guards and reinstating
<i>* PLEASE NOTE: Rosewood has gutter guards – price to include the removal of guards, complete cleaning and then reinstatement of guards.</i>				
Rotary House	1855 Quadra Street	Apartment Building	John P. (250) 360-3398	\$ _____
Royal Oak Square	819 Lodi Ave **three driveways. 2 on Lodi, 1 on Craigoway cul-de-sac	Townhouses	Scott Bowlware 250-360-3393	\$ _____
Spencer Close**	2763 Spencer Rd	Apartments	Sarah (250)360-5970	\$ _____
Springtide (*See note below)	270 Russell Street	Apartment Building	John M. 250-360-3383	\$ _____ Leave guards in place OR \$ _____ Removing guards and reinstating
<i>* PLEASE NOTE: Springtide has some gutter guard on Esq. Rd. side – price to include the removal of guards, complete cleaning and then reinstatement of guards.</i>				
Swanlea	898 Seven Oaks Road	Townhouses	Rob (250) 360-3392	\$ _____
Terraces	1635 Oak Bay Avenue	Townhouses	John P. (250) 360-3398	\$ _____
Tillicum Station	275/285 Hampton Road 3210/3240 Albina Street	Apartment Building and Townhouses	Stephen 250-360-3395	\$ _____
Vergo	3808 Carey Road	Townhouses	Tim (250) 360-5960	\$ _____
Viewmont	4450 Viewmont Avenue	Apartment Building	Doug 250-216-1353	\$ _____
Village on the Green **	1132 Johnson Street	Townhouses	Dale 250-360-3390	\$ _____

Appendix B

PROJECT	ADDRESS	TYPE OF BUILDING	CARETAKERS/ PHONE #	AMOUNT
Westview**	3816 Carey Rd	Apartments	Tim (250) 360-5960	\$ _____
West Park Lane**	1910 & 1920 West Park Lane	Apartments	Tom (250) 360-5969	\$ _____
Willowdene	1821 McKenzie Avenue	Townhouses	Rob 250-360-3392	\$ _____

G.S.T \$ \_\_\_\_\_

LUMP SUM PRICE \$ \_\_\_\_\_

(Carried forward to Proposal Form pg. 1 App. B)

**Note:** Buildings marked with a double asterisk \*\* may be removed from the list of work to be completed or requested to have priority scheduling or to be completed at a later time due to exterior work occurring at the building.

**Submittal Form 5**

**SCHEDULE OF PRICES FOR ADDITIONAL SERVICES**

(To be completed and submitted with Proposal)

If applicable, provide the hourly rate for each Additional Service, which are:

- 1) Please provide pricing to remove broken drops that do not allow reattachment of downspouts and to supply & install new drop with gutter caulking  
Cost of 1-3 new drops installed per site:           \$ \_\_\_\_\_ /drop  
Cost of 4-10 new drops installed per site:         \$ \_\_\_\_\_ /drop  
Cost of 11+ new drops installed per site:         \$ \_\_\_\_\_ /drop
  
- 2) Item: \_\_\_\_\_ per \$ \_\_\_\_\_ /hour

**APPENDIX “C” – EVALUATION FORM**

CAPITAL REGION HOUSING CORPORATION  
 REQUEST FOR PROPOSALS  
 Gutter Cleaning  
 RFP No. 21/210

Evaluation Criteria – (match to evaluation Criteria)	Points
<b>Company Information &amp; Experience</b>	5
Qualification requirements have been met; if not met, no further evaluation will occur. Management structure and reporting relationships Client References Experience with Works or Services requested Experience working as the Prime Contractor Experience of individual personnel	
<b>Methods</b>	15
Proposed management structure – Execution of Work CRHC’s Gutter Cleaning Standards met Proposed management structure – Personnel	
<b>Capability to Undertake the Contract</b>	20
Ability to meet service expectations Ability to adhere to preferred/requested time lines Ability to project manage and work with Client that requires site communication with various staff & tenants ahead of work occurring Knowledge and understanding of working with non-profit housing &/or managing needs of Owners and tenants in rental situations	
<b>Service Standards &amp; Quality Assurance</b>	15
Frequency of on-site inspections for supervision and/or quality assurance Description of call back process and/or warranty offering, including response time Description of protection practices to eliminate or minimize damage during Works Innovation in efficiency, quality, scheduling, resources etc.	
<b>Pricing</b>	45
The formula to be used for scoring price will be: Score = (x/n)*z where: x = lowest priced proposal n = price on this proposal z = total points available for price	



**APPENDIX “D” – Pro Forma Contract for Services**

THIS AGREEMENT (“**the Agreement**”) is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**CAPITAL REGION HOUSING CORPORATION**

631 Fisgard Street

Victoria, British Columbia, V8W 1R7

(the “**CRHC**”)

and

«**COMPANY\_NAME**»

Contractor Address: «Address\_Line\_1», «City», «State» «Zip\_Code»

Contractor Phone: «Work\_Phone»

(the “**Contractor**”)

WHEREAS the CRHC desires to engage the Contractor to provide services to the CRHC and the Contractor has agreed to provide such services, upon the terms and conditions contained in this Agreement;

NOW THEREFORE it is hereby agreed as follows:

**1.0 Schedules**

1.1 The following Schedules, if attached, form part of this Agreement:

Schedule A – Services

Schedule E – Additional Terms

Schedule B – Fees and Expenses

Schedule C – Insurance Requirements

Schedule D – Contractor’s Proposal

## **2.0 Services**

- 2.1 The CRHC agrees to engage the Contractor to provide the services described in Schedules A and D, in accordance with this Agreement (the “**Services**”).
- 2.2 Where there is a conflict between Schedule A and Schedule D, Schedule A will prevail in respect of the conflict.

## **3.0 Term**

This Agreement shall commence on \_\_\_\_\_, 2021 (the “**Commencement Date**”) and end on \_\_\_\_\_, 2021.

## **4.0 Renewal Option**

- a) The Housing Corporation shall, at its discretion, have the right to renew the Agreement for an additional one (1) year term and any increase in the price at the time of renewal shall be negotiated between the Corporation and the Contractor.
- b) Any such renewal shall be exercised not later than October 1, 2022.

## **5.0 Fees**

- 5.1 The CRHC agrees to pay the Contractor only the fees (including applicable taxes) set out in Schedule B, unless otherwise agreed in writing by the parties, for the Services provided by the Contractor under this Agreement (the “**Fees**”).
- 5.2 Prior to the Commencement Date, the Contractor will provide the CRHC with its GST registration number and any other applicable sales or value added tax registration numbers.
- 5.3 The CRHC is not responsible for making deductions from Fees paid nor for remitting amounts to the Canada Revenue Agency for Employment Insurance and Canada Pension Plan.
- 5.4 The CRHC shall make payments to the Contractor in accordance with Schedule A, subject to any statutory or regulatory holdback requirements, including but not limited to the *Builders Lien Act* as amended.

## **6.0 Expenses**

- 6.1 The CRHC shall pay or reimburse the Contractor only for those reasonable and necessary expenses as set out in Schedule B, incurred by the Contractor in the ordinary course of performing the Services (the “**Expenses**”) upon presentation of proper accounts, statements, invoices or receipts for such Expenses.
- 6.2 The Contractor will keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by an authorized representative of the CRHC.

## **7.0 Work**

- 7.1 The Contractor shall perform and shall ensure all its employees and subcontractors perform the Services with that degree of care, skill and diligence of contractors, employees and subcontractors performing services similar to the Services, to the satisfaction of the CRHC.
- 7.2 The Contractor shall perform the Services within the time limits specified in Schedule A or, if no time limit is specified, the Contractor shall perform the Services promptly.
- 7.3 Subject to section 12.1, 12.2 and 12.3, the Contractor shall comply with and ensure its employees and subcontractors comply with the CRHC's reasonable instructions given from time to time.
- 7.4 The CRHC shall not be liable for any damage or loss to the Contractor's materials, equipment or tools including loss of use thereof, howsoever caused.

## **8.0 Guarantee of Materials and Workmanship**

- 8.1 The Contractor shall guarantee materials to be free of defects for the period equal to the manufacturer's warranty, a copy of which will be provided to the CRHC. If no manufacturer's warranty is given, the Contractor shall guarantee the materials for **(to be completed prior to issuing)**.
- 8.2 The Contractor shall guarantee the workmanship of the Services for a period of not less than **one month** after the final sign off has been completed. Should any defects become apparent during this period, the contractor will attend and correct the affected works at the CRHC's discretion.
- 8.3 Should the Contractor fail to complete the corrections in 8.2 in a timely manner, or at all, the CRHC shall undertake the correction and the Contractor shall be liable for the costs incurred by the CRHC for the aforesaid corrective work.

## **9.0 Independent Contractor**

- 9.1 The legal relationship between you and the CRHC arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render the CRHC the Contractor's employer, or partner, or the employer of anyone working for the Contractor, and the Contractor must not do anything that would result in anyone working for the Contractor being considered the CRHC's employees.

## **10.0 Compliance**

- 10.1 The Contractor shall comply with and cause its employees and subcontractors to comply with all applicable federal, provincial and local government laws, bylaws, rules and regulations in the performance of the Services.

## **11.0 Workers Compensation Act**

- 11.1 Without limiting the generality of 11.0, the Contractor shall comply with and shall ensure all its employees and subcontractors comply with all obligations under the *Workers Compensation Act* (British Columbia).
- 11.2 The Contractor shall provide the CRHC with evidence of the Contractor and subcontractors' compliance with its obligations under the *Workers Compensation Act* (British Columbia):
- (a) on or before the Commencement Date; and
  - (b) at any time during the term of this Agreement, upon request by the CRHC.

## **12.0 Prime Contractor**

- 12.1 In accordance with section 118 of the *Workers Compensation Act* (British Columbia), the Contractor shall assume the role of Prime Contractor.
- 12.2 As Prime Contractor, the Contractor is responsible for ensuring that the activities of employees, workers, and other persons at the workplace relating to occupational health and safety are coordinated and for doing everything that is reasonably practical to establish and maintain a system or process that will ensure compliance with section 118 of the Act and Regulations in respect of the workplace.
- 12.3 As Prime Contractor, the Contractor is responsible for ensuring that it is aware of any workplace hazards and for taking the necessary steps to inform and train all workers in dealing with those hazards.

## **13.0 Confidential Information, Intellectual Property and Privacy**

- 13.1 The Contractor acknowledges that certain of the material, information and data made available to the Contractor by the CRHC in the performance of the Services will be of a confidential nature (the "**Confidential Information**"). The Contractor recognizes that the Confidential Information is the sole and exclusive property of the CRHC, and the Contractor shall use its best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Confidential Information. The Contractor shall not, directly or indirectly, use the Confidential Information for its own benefit or for any other purpose, publish, or disclose to another any Confidential Information, whether or not acquired, learned, obtained or developed by the Contractor alone or in conjunction with others, except as such disclosure or use may be required in connection with the performance of the Services or as may be consented to in writing by the CRHC.
- 13.2 Notwithstanding section 13.1, the Contractor shall not be liable for the disclosure or use of any of the Confidential Information to the extent that:
- (a) the Confidential Information is or becomes available to the public from a source other than the Contractor and through no fault of the Contractor; or
  - (b) the Confidential Information is lawfully obtained by the Contractor from a third party or a source outside of this Agreement.

- 13.3 Unless otherwise expressly stated in this Agreement, all plans, maps, production media, content, documentation, codes, images, image maps, computer programs, reports, webpages, art work, graphics, files, specifications, equipment, manuals, data, information and all other property and materials which are produced under this Agreement (the “**Property and Materials**”) and all intellectual property in and to the same are and shall remain the sole exclusive property of the CRHC regardless of whether such information was generated by the Contractor or by others, or the Contractor or another party has physical possession of them. Until the expiry or termination of this Agreement, the Contractor may retain copies, including reproducible copies of the Property and Materials in connection with the Services. Upon expiry or termination of this Agreement the Contractor shall deliver promptly to the CRHC all Property and Materials which are in the possession or under the control of the Contractor or subcontractor without retaining copies thereof. The Contractor shall not use the Property and Materials on other projects or for other clients now or in the future, except with the written consent of the CRHC. Without limiting the generality of the foregoing, the Contractor agrees to assign and transfer all intellectual property rights and moral rights in and to the Property and Materials to the CRHC and the Contractor will execute and obtain any agreement or assignment required to confirm the CRHC’s ownership of such rights.
- 13.4 This Agreement, all Property and Materials and other information, documents and data submitted to the CRHC by the Contractor or otherwise received by the CRHC under this Agreement are under the control of the CRHC and as such are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia). The Contractor shall specify which, if any, information supplied to the CRHC is being supplied in confidence.
- 13.5 The parties to this Agreement recognize that a breach by the Contractor of any of the requirements contained in sections 13.1, 13.3 hereof would result in damages to the CRHC and that the CRHC could not adequately be compensated for such damages by monetary award. Accordingly, the Contractor agrees that, in the event of any such breach, in addition to all other remedies available to the CRHC at law or in equity, the CRHC shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this section 13.
- 13.6 The covenants and agreements contained in this section 13 shall survive the expiry or termination of this Agreement.

#### **14.0 Termination**

- 14.1 Notwithstanding any other provision in this Agreement, if the Contractor is in default in the performance of any of its material obligations in this Agreement, then the CRHC may, by written notice to the Contractor require such default to be corrected. If within ten (10) days after receipt of such notice the default has not been corrected or reasonable steps to correct the default have not been taken, the CRHC, without limiting any other right it may have, may immediately terminate this Agreement and the CRHC shall pay the Contractor that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services that was completed to the CRHC’s satisfaction up to the date of termination, less any amounts necessary to compensate the CRHC for damages or costs incurred by the CRHC or by any person employed by or on behalf of the CRHC arising from the Contractor’s default.

14.2 The CRHC may terminate this Agreement for any reason with written notice to the Contractor. If the CRHC terminates this Agreement under this section 14.2, the CRHC shall pay the Contractor that portion of the Fees and Expenses incurred pursuant to this Agreement equal to the portion of the Services that was completed to the CRHC's satisfaction up to the date of termination.

## **15.0 Indemnification**

15.1 The Contractor hereby agrees to release, indemnify and save harmless the CRHC and its directors, officers, employees, volunteers, agents, and contractors from and against all claims, demands, complaints, actions, causes of action, suits, damages, losses (including personal injury and death), liabilities, including without limitation health and safety liability arising under the *Workers Compensation Act* or otherwise, expenses and costs (including, without limitation, actual legal fees and disbursements), arising from or caused by any errors, omissions or acts of the Contractor, its directors, officers, employees, agents and/or subcontractors arising from or in relation to this Agreement.

## **16.0 Insurance**

16.1 The Contractor will maintain during the term and any renewal period the insurance, if any, set out in Schedule C and such other insurance as may be reasonably required by the CRHC. If the Contractor fails to comply with any insurance requirements, the CRHC may obtain and maintain the required insurance coverage at the cost of the Contractor and any amount of monies paid by the CRHC on account thereof may be deducted by the CRHC from any monies payable to the Contractor.

## **17.0 Dispute Resolution**

17.1 If a dispute arises between the parties under this Agreement the parties will make all reasonable attempts to resolve the dispute through good faith negotiations.

17.2 If the parties are unable to resolve the dispute in accordance with section 17.1 the dispute may, with the agreement of both the CRHC and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them. The award of the arbitrator shall be final and binding upon the parties and the costs of the arbitration shall be divided equally between the parties.

## **18.0 Additional Terms**

18.1 The terms and conditions attached as Schedule E form part of this Agreement.

## **19.0 Governing Law**

19.1 This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. This Agreement is subject to all laws governing the CRHC including the Local Government Act, Community Charter and the CRD's bylaws.

## **20.0 Conflict**

19.1 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

## **21.0 No Duty of Care**

21.1 The Contractor acknowledges that the CRHC, in the preparation of the Agreement documents, supply of oral or written information to the Contractor or other parties, review of proposals or the carrying out of CRHC's responsibilities under the Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue the CRHC and tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the request for proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the CRHC's responsibilities under this Agreement, as the case may be.

## **22.0 Amendments**

22.1 Any amendment to this Agreement must be in writing and signed by both parties hereto.

## **23.0 Entire Agreement**

23.1 This is the entire Agreement between the CRHC and the Contractor with respect to the Services to be provided by the Contractor to the CRHC and supersedes any prior agreements with respect to such services whether written or oral and may not be modified except by subsequent agreement in writing executed by the CRHC and the Contractor.

## **24.0 Notices**

24.1 Notices provided under this Agreement shall be in writing and must be either personally delivered or sent by double registered mail to the addresses set forth below. A party may change the address set forth above by proper notice to the other.

The CRHC: Capital Region Housing Corporation  
Attention: Kristin Kemle  
Senior Property Manager – Procurement & Asset Services  
631 Fisgard Street  
Victoria, BC V8W 1R7

The Contractor: Name: «Company\_Name»  
Attention: «First\_Name» «Last\_Name»  
Address: «Address\_Line\_1»  
«City», «State» «Zip\_Code»

## **25.0 Assignment**

25.1 This Agreement shall not be assigned by the Contractor, without the prior written consent of the CRHC.

**26.0 Waiver**

26.1 No action or failure to act by the CRHC or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

**27.0 Enurement**

27.1 This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective employees and permitted receivers, successors and assigns.

**28.0 Validity**

28.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

**29.0 Time**

29.1 Time is of the essence of this Agreement.

This Agreement signed on the \_\_\_\_ day of \_\_\_\_\_, 2021 by the  
**CAPITAL REGION HOUSING CORPORATION** by its authorized signatory(ies)

Per:

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

This Agreement signed, sealed, and delivered on the \_\_\_\_ day of \_\_\_\_\_, 2021 by  
«**COMPANY\_NAME**» by its authorized signatory(ies)

Per:

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Name (Print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:



**SCHEDULE "A"**  
**CONTRACTOR'S SERVICES**

This Schedule forms part of the agreement between the Capital Region Housing Corporation (CRHC) and «**Company\_Name**» (the "Contractor") (the "Agreement").

The Contractor will undertake, provide or be involved in the following services as per the specifications set out in the quote (Schedule D):

The Contractor will provide the services at the following location:

SAMPLE

## SCHEDULE "B"

### FEES (Section 4) and EXPENSES (Section 5)

This Schedule forms part of the agreement between the Capital Region Housing Corporation (CRHC) and «**Company\_Name**» (the "Contractor") (the "Agreement").

#### **Fees**

The maximum annual amount payable for these services are \$\_\_\_\_\_ excluding GST, as per the specifications set out in the quote (Schedule D) and/or indicated on the Schedule of Lump Sum Pricing.

Payment will be made within thirty days of receipt of invoice on all work that has been substantially completed and certified as such by either the site Caretaker, the Property Manager or the Owner's Consultant.

#### **Additional Services**

If applicable, the hourly rate for each Additional Service will be as follows:

#### **Eligible Expenses**

Expenses have been included in the Lump Sum pricing, as such, the CRHC will not pay for any additional expenses unless agreed in writing by way of Change Order ahead of the work commencing.

## SCHEDULE "C"

### Insurance and Requirements (Section 15)

This Schedule forms part of the agreement between the Capital Region Housing Corporation (CRHC) and «**Company\_Name**» (the "Contractor") (the "Agreement").

#### INSURANCE

1. The Contractor shall, at its own expense, provide and maintain during the term of the Agreement the following insurance in a form acceptable to the CRHC with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:
  - (a) Commercial General Liability Insurance
    - i) 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
    - ii) this insurance shall be an occurrence based policy with a three million (\$3,000,000.00) minimum limit, and
    - iii) the CRHC shall be named as an additional insured, and
    - iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
    - v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRHC, and
    - vi) the Contractor shall provide the CRHC 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.
  - (b) Automobile Insurance
    - i) The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and/or operated by the Contractor in connection with this agreement.
  - (c) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRHC will not be liable for any loss or damage to the Contractor's equipment including loss of use thereof. Each and every policy insuring Contractor's equipment to be used in the performance of the Services shall contain a waiver of subrogation clause in the favor of the CRHC.

2. The Contractor shall require that each of its subcontractors provide evidence of comparable insurance in the name of the subcontractor to that set forth under this schedule.
3. 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 the Agreement.
4. The CRHC may take out and maintain the insurance required by the Agreement at the cost of the Contractor if the Contractor is in default under the Agreement.

SAMPLE

**SCHEDULE "D"**

**CONTRACTOR'S PROPOSAL (Section 2.0)**

This Schedule forms part of the agreement between the Capital Region Housing Corporation (CRHC) and «**Company\_Name**» (the "Contractor") (the "Agreement").

SAMPLE

## SCHEDULE "E"

### ADDITIONAL TERMS (Section 17)

This Schedule forms part of the agreement between the Capital Region Housing Corporation (CRHC) and «Company\_Name» (the "Contractor") (the "Agreement").

#### GENERAL TERMS

1. Hours of work are to be 8:00am to 5:00pm, Monday through Friday, excluding statutory holidays. No Work on weekends unless specifically directed by CRHC or requested and approved in writing by the Project/Property Manager. The work must be carried out on an established and pre-approved schedule.

Contractor is to be aware that entry to units and work at sites if 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 coordinated for completion of work. Access to exterior common space that falls within limited use areas such as yard enclosures and balcony/patios is to have 3 days courtesy notice. The Contractor is to work with the 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.

2. No smoking is permitted on CRHC property.
3. 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 the 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.
4. Any damage to CRHC's or Tenants' Property resulting from the Contractor's actions will be rectified as directed by CRHC, any costs to CRHC will be deducted from the contract amount.
5. The Contractor shall effectively warn and protect the public from any danger resulting from the work being done. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic/tenants, or in such a manner that it creates a hazard to the public/tenants at the end of each day's work or at other times when construction operations are suspended.
6. Materials shall be kept as to prevent damage to the product and existing landscape. Storage at site is not available therefore ensuring security for items at end of the day is the Contractor's responsibility.
7. Clean up is to be conducted on a daily basis. Promptly remove all materials, tools and equipment from previous work areas and thoroughly clean adjacent surfaces and areas as work progresses. At the completion of the Works, the Contractor will make good any areas affected by the Work, this includes repair of damage. If the work occurs outside, no items are to be left on the grass areas at the end of each day.

8. Regular inspections will be made by CRHC or their Representatives, who will decide whether or not the Work is satisfactory. The Contractor must respond immediately to correct any reported deficiencies, or non-performance of any specific task when advised by the Property Manager.
9. **Change Orders/Extra Work – (a) Change Orders:** CRHC may in writing by change order require any additional Work, or materials, or things, not covered by the Agreement, to be done or provided, or the whole or any portion of the Works to be dispensed with.
- (b) Payment for Change Orders:** Payment or credit for any alterations made pursuant to a change order shall be 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 required in the change order, payment will be made for documented costs of:
- i) Material incorporated into the Work plus applicable taxes;
  - ii) the actual cost of labour to perform the extra work required by the Change Order;
  - iii) the cost of small tools, superintendence, clerical work, Workers Compensation, holiday pay, unemployment insurance, pension payments and other overhead;
  - iv) rental of equipment at the going rate for similar equipment in the Victoria area;
  - v) any other cost to the Contractor as authorized in writing by the Property Manager, and;
  - vi) fifteen (15) percent of the sum of items (i) through (v) which shall be deemed to the ten (10) percent for overhead and all other expenses and five (5) percent for profit