



119 Van Order Drive, Kingston, ON K7M 1B9 🏠 Fax (613) 546-9375 📞 Phone (613) 546-5591 www.kfhc.ca

PROJECT MANUAL

PT 18-05

LOCATION: Seven (7) Buildings
61 Units at Compton Street,
Wilson Street, and Weller Avenue
Kingston, ON

WORK: Asphalt Shingle Replacement

PRE-BID MEETING: Thursday, June 7, 2018
11:30a.m.
#7 - 220 Wilson Street
Kingston, ON

CLOSING DATE: June 14, 2018
11:00:00 a.m. Local Time
119 Van Order Drive
Kingston, ON

Contractor Name and Address:

Closing Date
June 14, 2018

Time
11:00:00 a.m. Local

Description of Work
Asphalt Shingle Replacement

Address
Seven (7) Buildings
61 Units at Compton & Wilson Street,
and Weller Avenue
Kingston, ON

Tender No.
PT 18-05

PUBLIC TENDER BID ENVELOPE

DO NOT OPEN

Kingston & Frontenac Housing Corporation
119 Van Order Drive
KINGSTON, ON K7M 1B9

PLEASE PRINT THIS PAGE AND ATTACH IT TO YOUR BID SUBMISSION ENVELOPE

JOB NO: PT 18-05

OFFICE: Kingston & Frontenac Housing Corporation

JOB DESCRIPTION: Asphalt Shingle Replacements
Seven Buildings – 61 Units at Compton Street, Wilson Street,
and Weller Avenue, Kingston, ON

TABLE OF CONTENTS

BID/CONTRACT DOCUMENTS	No. of Pages
Bid Forms	4 (attached)
Specification	24
Drawing(s)	1

NOTE:

Bidders must ensure that they receive all the contents listed above. Any omissions must be drawn to the attention of the Housing Office at least five (5) days prior to bid closing.

SPECIFICATIONS INDEX

No. of Pages

General Instructions	2
Instruction to Bidders	2
Bid Form	2
Bidder's Information	1
Performance Bond	2
Bid Bond	1
General Conditions	7
Payment and Warranty	2
Asphalt Shingles	5
Appendix A – Work Performance Reference	1
Appendix B – Unit Prices	1
Drawing – Site Plan	1

1.1 Initial On-site Meeting

- .1 Contractor will be notified by Kingston & Frontenac Housing Corporation as to the time and place of the Initial On-Site Meeting.
- .2 General Manager (or his designate) will hand the Purchase Order and (1) set of Contract Documents to the Contractor.
- .3 Contract Supervisor will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.
- .4 Contract Supervisor will convene meetings during the term of the contract, as agreed to at the Initial On-Site Meeting, or as necessary.

1.2 Co-operation

- .1 Co-operate with Kingston & Frontenac Housing Corporation and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

1.3 Supervision and Workmanship

- .1 Execute work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent supervisor who remains in charge until the work is completed in accordance with section 14 of OHSA.
- .2 Ensure that only skilled and certified tradesmen are employed.
- .3 Repair, replace or otherwise make good all unacceptable work.

1.4 Contract Management

- .1 Contract management will be co-ordinated by Kingston & Frontenac Housing Corporation.
- .2 Contract Supervisor will be named on the Purchase Order.

1.5 Use of Site Facilities

- .1 Furnish all labour, materials, equipment, transportation, storage of tools, and any other incidentals required.
- .2 Existing sanitary services, where provided, may be used by the Contractor and his personnel. If not available at the specific project, the Contractor must provide this service at his own expense.

1.6 Utilities

- .1 Use the electrical service and water service at the site only as directed by the Contract Supervisor.
 - .2 Supply and pay for hoses, extension cords, special wiring or boxes as required.
-

1.7 Hours of Work

- .1 Work will be carried out between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

1.8 Interference

- .1 Maintain normal building operation and traffic flow, with a minimum of inconvenience to residents. In general, no essential services such as electric power and domestic hot water supply are to be interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season. In all cases, previous arrangements are to be made and approval obtained from Kingston & Frontenac Housing Corporation.

1.9 Protection

- .1 Provide adequate protection to public and property.
- .2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns, etc. from any damages resulting from performing work on this Contract. Any damages to be repaired without cost to the Owner.
- .3 Protect new work from damages from any cause. All finished surfaces must be protected so that no marks or scratches mar the finished surfaces prior to acceptance of the work.
- .4 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

1.10 Daily Clean-up

- .1 Remove all excess debris and leave areas of work broom clean.

1.11 Final Clean-up

- .1 Clean all areas of work to the satisfaction of the Contract Supervisor.

1.12 Underground Services

- .1 Be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the execution of the work during the contract period.

End of Section

1.1 Bid Submissions

- .1 Offers signed under seal, executed, and dated will be received by the Owner not later than the date, time and location specified.
- .2 Bids will be opened publicly immediately after the time stipulated.
- .3 Failure to meet the requirements of the Bid Documents will result in disqualification.
- .4 Offers submitted after the specified time will be returned to the bidder unopened.
- .5 Verbal or electronically submitted information will not be accepted as part of the bid documents.
- .6 Bidders must not submit the entire tender specification documents with their bid submission forms.

1.2 Bid Security

- .1 Bidders must submit either; a Bid Bond from a Surety acceptable to the Owner, a Certified Cheque, a Bank Draft or an irrevocable letter of Credit in favour of the Owner.
- .2 The amount must be as stipulated and valid for a period of sixty (60) days from the date of Bid Closing.

1.3 Site Examination

- .1 Prior to submitting a bid, carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include all costs to fulfil the contract.
- .2 Report any discrepancy, errors or omissions to the Owner not less than seventy-two (72) hours prior to Bid Closing.

1.4 Taxes and Duties

- .1 Bidders must make provision in their Bids to cover the full cost of all applicable taxes, permits and fees.
- .2 The Owner will obtain and pay for Municipal Building Permits when required by the Ontario Building Code.
- .3 In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

1.5 Employment Equity

- .1 In accordance with the employment equity goals, Kingston & Frontenac Housing Corporation encourages bidders to take an active role in supporting and facilitating opportunities for employment equity designated groups.

1.6 Award of Contract

- .1 Bids will be evaluated on stipulated price only; however, the Owner reserves the right to accept or reject any or all offers.
- .2 If a Bidder withdraws his Bid after the Bid closing or if the Bidder does not provide Performance Security, Certificate of Liability Insurance or any other document required; the Owner may retain the Bid Security for its use.
- .3 The Contract is deemed to be awarded on the date that the Owner advises the Bidder in writing of such award.

1.7 Canadian Content

- .1 The Owner reserves the right to give preference to materials, products and equipment of Canadian origin and manufacture.

End of Section

Scott VanderSchoor
Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9

**Re: PT 18-05
Asphalt Shingle Replacement
Seven (7) Buildings
61 Units at Compton Street, Wilson Street, and Weller Avenue
Kingston, Ontario**

1. I/We _____
(Company Name)
having examined the Bid Documents and visited the Project Site; hereby offer to enter into a Contract to perform the work required in the Bid Documents for the **STIPULATED PRICE** of

_____ Dollars (\$ _____) including payment of all applicable federal, provincial and municipal taxes.

This Bid is firm, irrevocable and open to acceptance by the Owner for sixty (60) days from the date of Bid closing.

2. **The following amount of HST has been included in the above STIPULATED PRICE**

\$ _____ HST REGISTRATION NO. _____.

3. I/We agree to comply in all respects with the requirements set out in the Bid Documents including **ADDENDA No. _____ to No. _____** inclusive.
[If no addenda have been received, indicate 'NIL' in the spaces provided].

4. I/We agree to commence this work immediately upon being notified in writing to do so by the Housing Corporation and that work will be done on a continuous basis.

5. I/We expressly warrant that the prices contained in my/our bid, whether as unit prices or lump sums are quoted in utmost good faith on my/our part without any collusive arrangement or agreement with any other person or partnership or corporation and that I/we are not party or privy to any deceit tending to mislead the Owner into accepting my/our bid as a truly competitive offer.

6. I/We agree to complete all work required, acceptable to the Owner.

7. I/We enclose a bid bond, certified cheque, bank draft or irrevocable letter of credit in the amount of \$ **15,000.00** payable to Kingston & Frontenac Housing Corporation and valid for sixty (60) days from the date of bid closing.
8. Tax Compliance Declaration
I hereby certify that (name of company) _____
at the time of submitting this bid, is in compliance with all tax statutes administered by the Ministry of Finance for Ontario and that in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payments have been made and maintained.

SIGNED AND SEALED * this _____ day of _____, 2018.

(print full name)

Contractor: _____ Signing Officer: _____

Address: _____ WSIB Account Number: _____

City: _____ Postal Code: _____

Telephone No: _____ Fax No.: _____

Signature: _____

Printed Signature: _____

Email Address: _____

NOTE: BIDDERS ARE ADVISED THAT FAILURE TO COMPLETE THIS FORM WILL CAUSE DISQUALIFICATION.

* Affix Corporate Seal (if applicable).

1.1 Description of Work

- .1 Work under this Contract involves the replacement of asphalt shingle roofing, seven (7) buildings, 61 units at Compton & Wilson Street, and Weller Avenue, Kingston, Ontario, as specified and detailed.

2.1 Inquiries/Access to Site

- .1 Address all inquiries to:

Scott VanderSchoor
Manager of Technical Services
Kingston & Frontenac Housing Corporation
svanderschoor@kfhc.ca
T: 613.546.5591 ext. 1560 | F: 613.546.9375
119 Van Order Drive
Kingston, ON K7M 1B9

- .2 Addenda will be issued in all cases where questions result in changes or clarification to BID DOCUMENTS.

3.1 Pre-Bid Meeting

- .1 A pre-bid briefing meeting will be held at 11:30 a.m. on Thursday, June 7, 2018 at #7 – 220 Wilson Street, Kingston, ON.

4.1 Completion Date

- .1 Work will commence upon Award of Contract, carry on in a continuous manner and be completed by October 31, 2018.

5.1 Bid Acceptance

- .1 The lowest or any offer will not necessarily be accepted.

End of Section

Bond No. _____ Project No. _____

Amount \$ _____ Contract _____

Know All men By These Presents, that we

_____ hereinafter called “the Principal”, and

_____ hereinafter called “the Surety”, are jointly and severally held and firmly bound unto the Kingston & Frontenac Housing Corporation hereinafter called “the Oblige”, its successors and assigns, in the sum of \$ _____

_____ Dollars (\$) of lawful money of Canada, to be paid unto the Oblige, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

Signed and Sealed with our respective seals and dated this _____ day of _____ 2018.

Whereas by an agreement in writing dated the _____ day of _____ 2018, the Principal has entered into a contract with the Oblige, hereinafter called “the Contract”, for the construction, alternation, repair or maintenance of a public work, namely as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now Therefore The Condition Of This Obligation is Such that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Oblige and shall at all times fully indemnify and keep indemnified the Oblige from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable the Contract and shall fully reimburse and repay the Oblige for all outlay, obligation or payment incurred or undertaken to be made by the Oblige pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract.

Provided further and it is hereby agreed and declared that any suit under this instrument must be instituted before the expiration of two (2) years from the date as may have been postponed by the Obligeo from time to time on which final payment under the Contract falls due.

Provided always and it is hereby agreed and declared that the Obligeo and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligeo may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligeo.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligeo of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligeo.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

In Witness Whereof the Principal and the Surety have executed these presents.

Signed and Sealed by the Principal

In the presence of:

_____	_____
Witness	Witness
Occupation _____	_____
Address _____	Principal
_____	_____
	Surety

End of Section

Bond No. _____ Project No. _____

Amount \$ _____

Know All men By These Presents, that _____

As Principal, hereinafter called the Principal, and _____

as Surety, hereinafter called the Surety, are held and firmly bound unto *Kingston & Frontenac Housing Corporation* as Obligee, in the amount of _____

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

Whereas, the Principal has submitted a written proposal, (or tender) to the Obligee dated the _____ day of _____, 2018, for _____

Now Therefore The Condition Of This Obligation in such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six (6) months from the date of this Bond.

The Testimony Whereof, the Principal has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its duly authorized officers, this _____ day of _____, A.D. 2018.

Signed, Sealed and Delivered

in the Presence of:

Principal

Surety

1.1 Definitions

- .1 Whenever any of the following words or phrases are used in the contract, they shall have the meanings attributed to them, as follows:
 - .1 "Bid" means any bid, tender or offer submitted by a bidder pursuant to the Instructions to Bidders.
 - .2 "Owner" means Kingston & Frontenac Housing Corporation.
 - .3 "Contractor" means the person, firm or corporation identified on the Purchase Order responsible for the work of this contract.
 - .4 "Constructor" means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer; Occupational Health & Safety Act (OHSA) and Regulations for Construction Projects O.Reg. 213/91 including all subsequent updates.
 - .5 "Contract Price" means the total price including tax the Owner has agreed to pay the Contractor for the work stipulated in the Contract, and in any event shall not exceed the amount specified in the Purchase Order.
 - .6 "Business Day" means any day except a Saturday, Sunday or statutory holiday.
 - .7 "Building Code" means the Ontario Building Code (latest edition).
 - .8 "As detailed" means as shown on the drawings.
 - .9 "As specified" means as specified herein.
 - .10 "Provide" means supply and install.
 - .11 "Controlled" has the same meaning as in subsection 1 (5) of the Business Corporation Act.

1.2 Precedence of Documents and Interpretation

- .1 Whenever the words "shall" or "will" are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- .2 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- .3 The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.

The following documents all form part of the Contract:

- Instructions to Bidders
 - Supplementary Conditions
-

- General Conditions
- Bid Form
- Specifications with Appendices and Addenda
- Schedules
- Drawings
- Award Letter
- Purchase Order

- .4 In the event of conflict between documents, the following priorities shall apply:
- Documents of later date shall govern;
 - Supplementary Conditions shall govern over General Conditions;
 - General Conditions shall govern over Specifications;
 - Specifications shall govern over Drawings;
 - Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
 - Drawings of larger scale shall govern over those of smaller scale of the same date.

1.3 Performance Security

- .1 Provide performance security in favour of the Owner in order to secure the due and faithful performance of the contract. Such performance security will be as follows:
- .1 A Performance Bond issued by a Surety Company acceptable to the Owner in an amount equal to 50% of the Contract Price including tax.
 - .2 If the Contract Price including tax is less than \$1,000,000, the following alternate forms of security are acceptable:
 - .1 an irrevocable letter of credit, bank draft, or certified cheque; or
 - .2 bearer or negotiable bonds of Dominion of Canada, Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
 - .3 such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner; in each case, the bond alternative forms of security must be equivalent to **20%** of the Contract Price.
 - .3 For contracts under \$100,000 in value, the alternate forms of security are reduced to 10% of the contract amount.
- .2 If the Contractor fails to meet these requirements within the time stipulated by the award letter, the Owner retains the right to terminate the contract and use the bid security towards damages.
- .3 Where security is in the form of a Performance Bond, the document will be retained by the Owner for a period of two (2) years from the date of substantial completion, after which it will be returned to the Contractor.
- .4 Where alternate security is provided, it will be returned to the Contractor (90) days after completion of the work and correction of all deficiencies.
- .5 Where deficiencies involve seasonal work which must be postponed, sufficient
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funds will be retained from the contract amount to cover the cost of completing such deficiencies and the Performance Security returned to the Contractor. Where contract funds are not available, the Performance Security may be reduced to the amount required to cover the correction of the deficiencies and the balance of the security returned to the Contractor.

1.4 Insurance

- .1 Contractor must keep in force for the duration of the contract Public Liability and Property Damage Insurance in an amount not less than \$2,000,000. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Sub-Contractors. Submit proof of same in the form of an Insurance Certificate which lists Kingston & Frontenac Housing Corporation as an additional insured but only with respect to the operations of the named insured. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.
- .2 If the Contractor fails to meet the requirements of this item within the time stipulated by the award letter, the Owner retains the right to terminate the contract and use the Bid Security toward damages.

1.5 Workplace Safety & Insurance Board (WSIB)

- .1 Contractor will submit, evidence of compliance with all of the requirements of the Workplace Safety & Insurance Board (WSIB) of Ontario, including payments due thereunder. Such evidence must be furnished to the Owner before final payment is made.

1.6 Assignment of Contract or Proceeds of Contract

- .1 Contractor acknowledges that neither the Contract nor the proceeds thereof, may be assigned without the written consent of the Owner.

1.7 Taking the Work out of the Contractors Hands

- .1 The Owner may, without any authorization, take all or part of the work out of the Contractors hands and may employ such means as it may see fit to complete the work, including the use of Performance Security when applicable, in any of the following cases, namely:
 - .1 where the Contractor has made default or has delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of the person designated on the Purchase Order, and the Owner has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) days after such notice was communicated.
 - .2 where the Contractor has made default in the completion of the work, or any portion thereof, within the time limit for such completion by the Contract.
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- .3 where the Contractor has become insolvent.
 - .4 where the Contractor has committed an act of bankruptcy.
 - .5 where the Contractor has abandoned the work.
 - .6 where the Contractor has made an assignment of the Contract without the required consent of the Owner; or
 - .7 where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- .2 Where the work or any portion thereof has been taken out of the Contractor's hands, the Contractor will not be entitled to any further payment, including payments then due and payable but not paid, and the obligation of the Owner to make payments shall be at an end, and the Contractor shall be liable upon demand therefore to pay the Owner an amount equal to all loss and damage suffered by reason of the non-completion of the work by the Contractor.
 - .3 Where the work or any portion thereof has been taken out of the Contractor's hands and that portion is subsequently completed by the Surety, or by the Owner, the Owner will determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of his hands that in the Owners opinion is not required for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice will result, pay that amount to the Contractor.
 - .4 The taking of the work, or any portion thereof, out of the Contractor's hands does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon him by law, except the obligation to complete the physical execution of that portion of work so taken out of his hands.

1.8 Indemnification Claims

- .1 Contractor will indemnify and save harmless the Owner from all claims relating to labour and materials furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor in performing the Contract, or to an infringement or an alleged infringement by the Contractor of a patent of invention.

1.9 Sub-contractors

- .1 On request, the Contractor will provide a complete and firm list of names and addresses of the sub-Contractors whom he will use for the work.
 - .2 Contractor agrees to:
 - .1 require his sub-contractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and;
-

- .2 be fully responsible to the Owner for acts and omissions of his subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all sub-contract agreements.
- .3 nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.

1.10 The Residential Tenancy Act

- .1 In accordance with the Residential Tenancy Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry not less than twenty-four (24) hours prior to the time of entry.
- .2 Contractor must schedule his work accordingly and shall advise Kingston & Frontenac Housing Corporation not less than seventy-two (72) hours in advance of requested access to any residents premises.

1.11 Laws, Notices, Permits and Fees

- .1 The laws of the municipality where the project is situated shall apply to the work.
- .2 Contractor will obtain all permits, licences and certificates and pay all fees required for the performance of the work.
- .3 The Owner will obtain and pay for **BUILDING PERMITS** when required.
- .4 Contractor will not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. Contractor must notify the Owner in writing requesting direction immediately on any such variance or change.
- .5 If the Contractor fails to notify the Owner in writing and obtain its direction as required above and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

1.12 Ontario Labour Conditions and Regulations

- .1 Persons employed on the work must be fully qualified to perform the work required. The Contractor will comply with the provisions of the Government
-

Contracts Hours and Wages Act, the Construction Lien Act, (1983) including all subsequent updates, and the Ontario Health and Safety Act & Regulations for Construction Project.

- .2 The Contractor shall comply with Ontario Regulation 644/88 including all subsequent updates - Workplace Hazardous Materials Information System (WHMIS) wherever and whenever controlled products are used within the scope and duration of this Contract.

1.13 Toxic and Hazardous Substances

- .1 Prior to the Contractor commencing the Work, the Owner shall
 - .1 take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
 - .2 provide the Contractor with written report indicating all toxic or hazardous substances of such findings.
- .2 If the Contractor
 - .1 encounter toxic or hazardous substances at the Place of the Work, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the place of the Work, the Contractor shall
 - .3 take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and
 - .4 immediately report the circumstance to the Owner in writing”.

1.14 Approved Alternatives

- .1 Bid submissions that do not adhere to the drawings/specifications, except where an "approved alternative" is substituted, will be disqualified.
- .2 Whenever an article, material or equipment is called for by a specific manufacturer or vendor, the term "or Approved Alternative" if not suffixed, is implied. The specific article, material or equipment mentioned is to be understood as indicating the type, function, minimum standard of design, efficiency compatibility and quality desired, and not to be construed in such a manner as to exclude comparable products of other manufacturers.
- .3 An "Approved Alternative" is any article, material or equipment that a bidder wishes to substitute in his bid and which has been approved by the Owner before the contract award.

1.15 Award Letter and Purchase Order

- .1 The Owner will issue an AWARD LETTER which shall be acceptance of the Bid and award of the Contract to the Contractor. Award letter will describe

information required by the Owner namely Performance Security and Insurance Certificate.

- .2 Upon receipt of the above, a Purchase Order will be raised.

1.16 Completion Date

- .1 The Contractor will complete the work within the time specified in the Purchase Order.
- .2 TIME IS OF THE ESSENCE OF THE CONTRACT.

End of Section

1.1 Payment and Holdbacks

- .1 For the purpose of the Construction Lien Act, 1983, the Payment Certifier shall be the Owner, or any person the Owner may designate from time to time as required by the Construction Lien Act, 1983, who shall:
 - .1 determine and certify substantial performance; and
 - .2 determine completion.
- .2 The Owner will make payments to the Contractor as follows:
 - .1 90% of the invoiced amount submitted by the Contractor to the Owner prior to substantial performance and not more frequently than monthly for completed portions of the work and services performed to the satisfaction of the Payment Certifier.
 - .2 10% of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Lien Act, 1983, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Lien Act, 1983, and the work and services performed are to the satisfaction of the Payment Certifier.
 - .3 Any further amount due under this Contract upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Lien Act, 1983.
 - .4 The Contractor shall, where applicable, obtain an inspection certificate for any installation which is part of the Work from the Federal, Provincial or Municipal Corporation responsible for the issuance thereof and the Contractor shall obtain and deliver such certification to the Owner before receiving final payment.

1.2 Applications for Payment

- .1 Applications for payment on account may be made MONTHLY as the work progresses and submitted to the Kingston & Frontenac Housing Corporation.
- .2 Before tax totals, all applicable taxes and totals must be shown separately on all invoices.

1.3 Evidence of Publication

- .1 Upon completion of the work, the Payment Certifier will issue a Certificate of Substantial Performance. Contractor must then provide the Owner with evidence acceptable to it of publication. Holdback will be released on the 46th day from date of publication.

1.4 No Additional Payment for Increased Costs

- .1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant equipment, labour, materials or wage rates.

1.5 Warranty

- .1 Warrant this work covering both labour and material for a period of one year (except where noted otherwise) from the date of completion to the satisfaction of the Owner. Extend the warranty on replaced parts and workmanship for a period of one year from the date of acceptance of the replacement parts and/or workmanship.
- .2 This warranty is not to limit extended warranties on any items of equipment or material called for elsewhere in the specifications.

1.6 Deductions for Uncorrected Work

- .1 If in the opinion of the Payment Certifier, it is not expedient to correct defective work, or for work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the work as done and that called for by the Contract.

End of Section

PART 1 - GENERAL

1.1 Scope

1.1.1 Comply with the requirements of the General Conditions for Public and Invitational Tenders, Section 00800: Supplementary Conditions, and this specification.

1.1.2 Provide materials, labour and equipment to:

- .1 Remove and dispose of existing shingles and flashings.
- .2 Install new eave protection and felt paper
- .3 New sheathing to be installed as needed. Lump sum price to include up to twenty (20) sheets of sheathing to be installed.
- .3 Install new ventilators in place of existing ridge vent, when front and back of roof is done
- .4 Install new ridge venting to match existing on those roofs where only the front is done.
- .5 Install new shingles and flashings as necessary to complete the work.
- .6 “Front only” and “front” of a unit shall include the small dormer roof over the front door when applicable.

1.1.3 Addresses for scope of work:

(Full of 41 units, 5 separate buildings)

- .1 200 Wilson, #1-8, (8 units) front and back, including dormers
- .2 220 Wilson, #1-7, (7 units) front and back, including dormers
- .3 110 Compton, #1-12, (12 units) front and back, including dormers
- .4 227 Weller, #1-6, (6 units) front and back, including dormers
- .5 81 Compton, #1-8, (8 units) front and back, including lower front roof

(Partial of 65 units, 8 separate buildings)

- .6 70 Compton, #1-11, front only, including dormers
- .7 210 Wilson, #5-12, front only, including dormers
- .8 16 Compton, #1-9, front only, including dormers
- .9 210 Wilson, #13-18, back only
- .10 140 Compton, #1-10, front lower roof section only
- .11 215 Weller, #25-34, front and front lower sections only
- .12 100 Compton, #10-14, front and front lower sections only, colour RED
- .13 100 Compton, #1-9, back only, colour RED

1.2 Standards

1.2.1 To CAN/CSA A123.51-M85 and CRCA Specification SH-1.

1.2.2 Do not use asphalt shingles on vertical or near vertical surfaces.

1.3 Samples

1.3.1 Submit duplicate samples of full size shingles, as specified.

1.4 Existing Conditions

1.4.1 Visit site and determine existing conditions, limitations and requirements for

protection of this and adjacent work and verify dimensions.

1.5 Delivery and Storage

1.5.1 Deliver in original bundles, packages and containers. Ensure that materials are carefully handled to prevent damage to new and existing work.

1.5.2 Store materials dry and free from foreign matter during all phases of work.

1.6 Warranty

1.6.1 Provide a signed certificate warranting the shingles free from manufacturing defects due to faulty materials or improper workmanship for a period of 30 years commencing on the date of final acceptance.

1.6.2 Provide a signed certificate warranting the application of the roofing and flashing membranes for a period of two years and the related sheet metal for a one-year period, commencing on the date of the final acceptance. Make good promptly, at no additional expense, any defects occurring or becoming apparent within the warranty period. Such defects include but are not restricted to leaking, failure to stay in place, undue expansion, lifting and deformation.

PART 2 - PRODUCTS

2.1 Sheathing: Douglas fir plywood unsanded, to CAN/CSA O121-08(R2013); 3/8” thick.

2.2 Asphalt Shingles: To CAN/CSA A123.1-05/A123.5-05(R2015), glass fiber shingles, self-laminating, one piece laminated, architectural, first class, minimum 30 year warranty. Colour to be from manufacturer’s standard range. Only two colours will be selected. All to be a light, two tone brown or sandalwood, except those listed in 1.1.3.12 and 1.1.2.13 above to be a shade of red. Acceptable Products:

- (1) IKO, Architectural Laminated style, Cambridge Series,
- (2) BP, Architectural Laminated style, Mystic series,
- (3) or approved alternative

2.3 Roofing Felt: To CAN/CSA A123.3-05(R2015) organic felt #15; unperforated.

2.4 Eave Protection: Self-sealing, self-adhering, composite sheet membrane composed of high-density, cross laminated polyethylene and rubberized asphalt. Acceptable Products:

(1) Globe Asphalt	Eaveguard
(2) W. R. Grace	Ice and Water Shield
(3) Can Roof	Armour Guard

2.5 Sheet Metal, Flashings, etc.:

2.5.1 Underlay for Metal Flashing: No. 15 perforated asphalt felt to CSA A123.3-05.

- 2.5.2 **Prefinished Aluminium Sheet:** Factory applied coating to CAN/CGSB 93.1-M85, Type 1, Class F1S, colour to match existing, coating thickness not less than 20 micrometers, exposure for humidity resistance 1000 h, exposure to salt spray 1000 h, thickness specified for prefinished aluminium sheet applies to base metal. 26 Ga.
- 2.6 **Nails:** Large head roofing to CAN/CSA B111-74(R2003), galvanized steel, of sufficient length to penetrate deck minimum 12 mm.
- 2.7 **Attic Ventilators:** model #301 roof ventilator by Maximum Ventilators Ltd. or approved equivalent. To be used on all back roof portions when back are done.

PART 3 – EXECUTION

3.1 Preliminary Work

- 3.1.1 Give at least 5 days' notice to the Owner before starting work.
- 3.1.2 Provide temporary protection to all entrances to the unit as well as interior areas during operations. These units will be occupied during the work.

3.2 Preparation

- 3.2.1 Remove existing shingles, flashing, nails, and damaged plywood at designated roof locations. Obtain a smooth, even and clean deck surface.
- 3.2.2 **Do not** remove any roofing surfaces that will not be fully shingled by the end of the business day, or by start of any possible rainfall.
- 3.2.3 Examine existing deck and report to the Owner any areas of damaged, deteriorated or unsuitable sheathing.
- 3.2.4 Re-nail loose plywood sheathing.
- 3.2.5 Promptly remove discarded materials from the site. Stockpiling of refuse or scrap material on site is not permitted.
- 3.2.6 Apply materials in strict accordance with manufacturers printed instructions.
- 3.2.7 Install new work promptly after removal of existing roofing to minimize exposure to weather. Do not apply work during rain, fog or snow. Do not work over damp, frozen or unsuitable surfaces.
- 3.2.8 Install drip edge along all eaves, overhanging 12 mm, with minimum 50 mm flange extending on to roof decking. Nail to deck at 400 mm oc maximum.
- 3.2.9 New sheathing to be installed as required. All materials, labour and equipment, including removal and disposal to be included for a maximum of 30 sheets. Should the amount of sheets used be less or more than 30, refer to Appendix B. Those sheets

requiring replacement must be reviewed by the Contract Administrator.

3.3 Installation

3.3.1 In accordance with CAN/CSA A123.51-M85 and CRCA specification SH-1:

- .1 Install sheet metal at valleys.
 - .2 Install metal flashings.
 - .3 Apply underlayment and asphalt shingles.
 - .4 Install two (2) rows eave protection at bottom edge and side edge of roof. Conform to OBC requirements at a minimum.
 - .5 Lay one ply #15 felt as horizontal underlayment with minimum 50 mm head lap and 100 mm side lap; use sufficient nails to hold in place until shingle application complete; overlap eave protection 100 mm minimum, for the remainder of the roof surface. (not covered by eave protection)
 - .6 Install shingles over dry substrate to manufacturer's recommendations.
 - .7 Moderately butt shingles together.
 - .8 Install shingles and nail in accordance with manufacturer's instructions.
 - .9 Install asphalt shingles starter strip laid granule side up, facing tabs up roof slope, overhanging eave edge 20 mm to provide a drip nail along bottom edge 300 mm oc.
 - .10 Install a new roof vent for each bathroom ventilation pipe including new flashing. Ensure existing bathroom ventilation duct is secured firmly to new bathroom ventilation pipe and flashing.
 - .11 Install new flashings for all existing roof penetrations.
 - .12 New attic ventilators to be installed on the back portion of the roof, in the center of roof near the top when back portion of roof is done. Install in accordance with the manufactures instructions.
 - .13 When only front portion of roof is done, install ridge vent. When back portion of roof is done or whole roof, install attic ventilators in accordance with products, 2.7 and installation 3.3.1.12 and do not reinstall ridge vent.
 - .14 At each unit, confirm there is attic ventilation existing at the bottom of the roof, within the attic space to allow air to flow from the eaves to within the attic space. Report findings to the owner.
-

3.4 Clean-up

3.4.1 Remove surplus material, equipment and debris and leave site clean and tidy.

3.4.2 Magnetically sweep all surrounding grounds to ensure all nails have been removed at the end of each day.

End of Section

Appendix A

NOTE:

1. Reference must be from persons or companies for whom you have performed work within the last twenty-four (24) months. Also reference must be for work of the same nature as that called for in the contract.
2. If you have performed work for Kingston & Frontenac Housing Corporation within the past forty-eight (48) months please use them as one of your references. Failure to do so may be cause for disqualification.

1. Name: _____

Address: _____

Telephone: _____

2. Name: _____

Address: _____

Telephone: _____

3. BANK REFERENCE

Name of Branch: _____

Address: _____

Telephone: _____

FIRM: _____

ADDRESS: _____

TELEPHONE: _____

Date

Signature

APPENDIX B

Unit Prices

Bidders must complete this form and attach to Bid Submission.

1.0 Intent

- .1 Unit prices include all associated set-up and clean-up requirements including but not necessarily limited to, tools and equipment, disposal, materials and labour (including supervisory personnel) necessary to complete the work in conformance with this specification.

2.0 List Of Unit Prices

- .1 The following are our Unit Prices for the units of work listed hereunder. The Unit Prices listed apply to performing the units of work during the time scheduled for such work in the project schedule. These prices do NOT include HST.

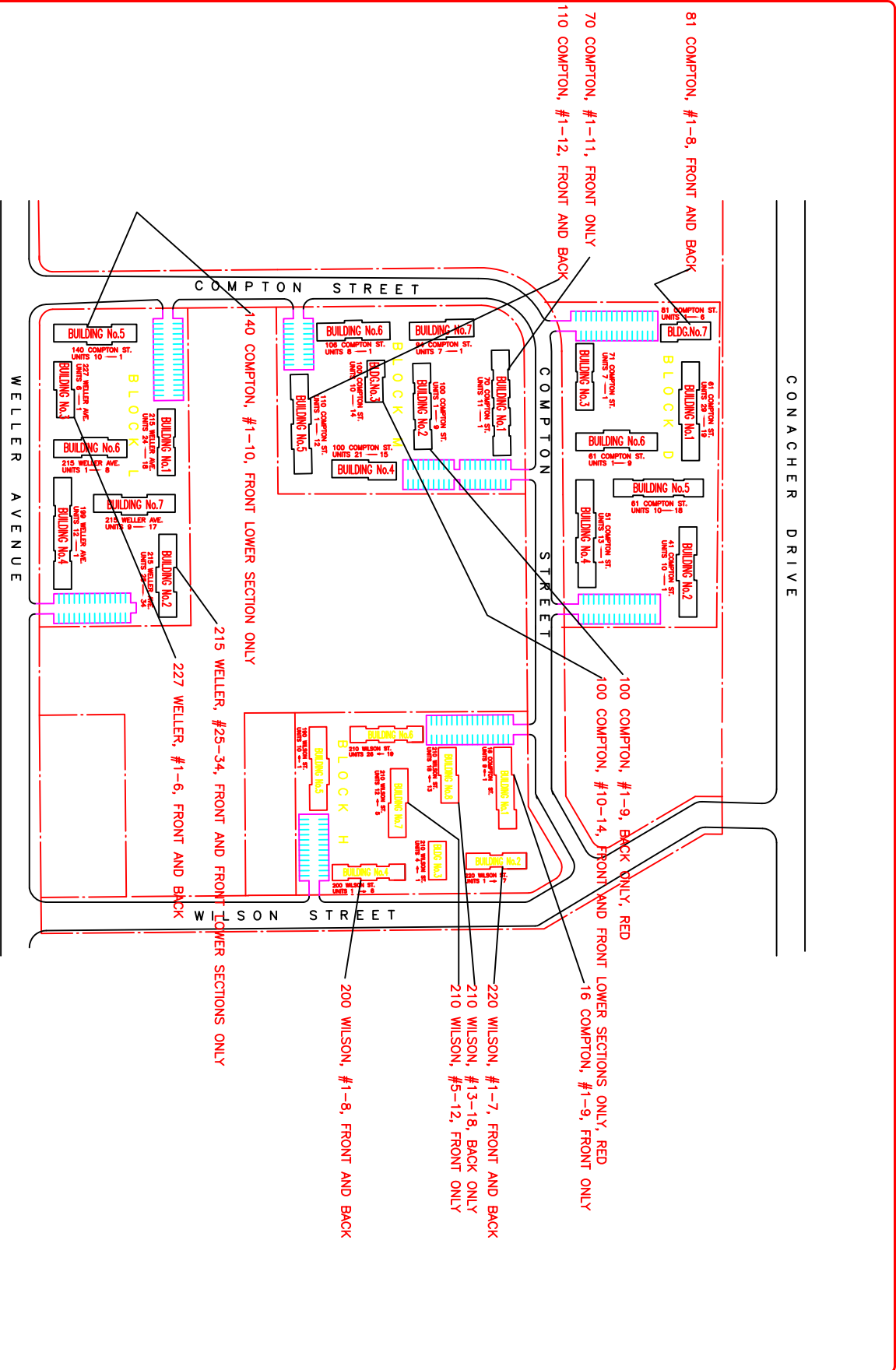
Unit of Work	Unit price Addition	Unit price Deletion
Supply & installation of a sheet of plywood in accordance with the specifications. This unit price shall include all labour and associated costs to remove and existing sheet of plywood, dispose of it, and replace with new. This number shall only be used should the total number of plywood sheets go above or below the estimated 30 sheets as outlined in these tender documents.	\$ /4'x8' sheet	\$ /4'x8' sheet

(print full name)

Contractor: _____

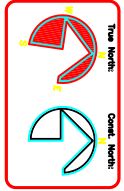
Signature: _____

Printed Signature: _____



LEGEND & NOTES

NO.	DESCRIPTIONS	DATE



KINGSTON & FRONTENAC HOUSING CORPORATION

Owner: **SITE PLAN**

Designer: **SK-1**
 Date: **MAY 2018**