



ALBERTA SOCIAL HOUSING CORPORATION

- **Issued by Medicine Hat Community Housing Society**

Project Name: Phase 23

Project Address: 355 8th Street SE Medicine Hat, AB T1A 1L6

ASHC Contract Reference Number: MED-2016-002-A

Management Body Reference Number (if required): MED

Description of Work: Balcony Railing Replacement

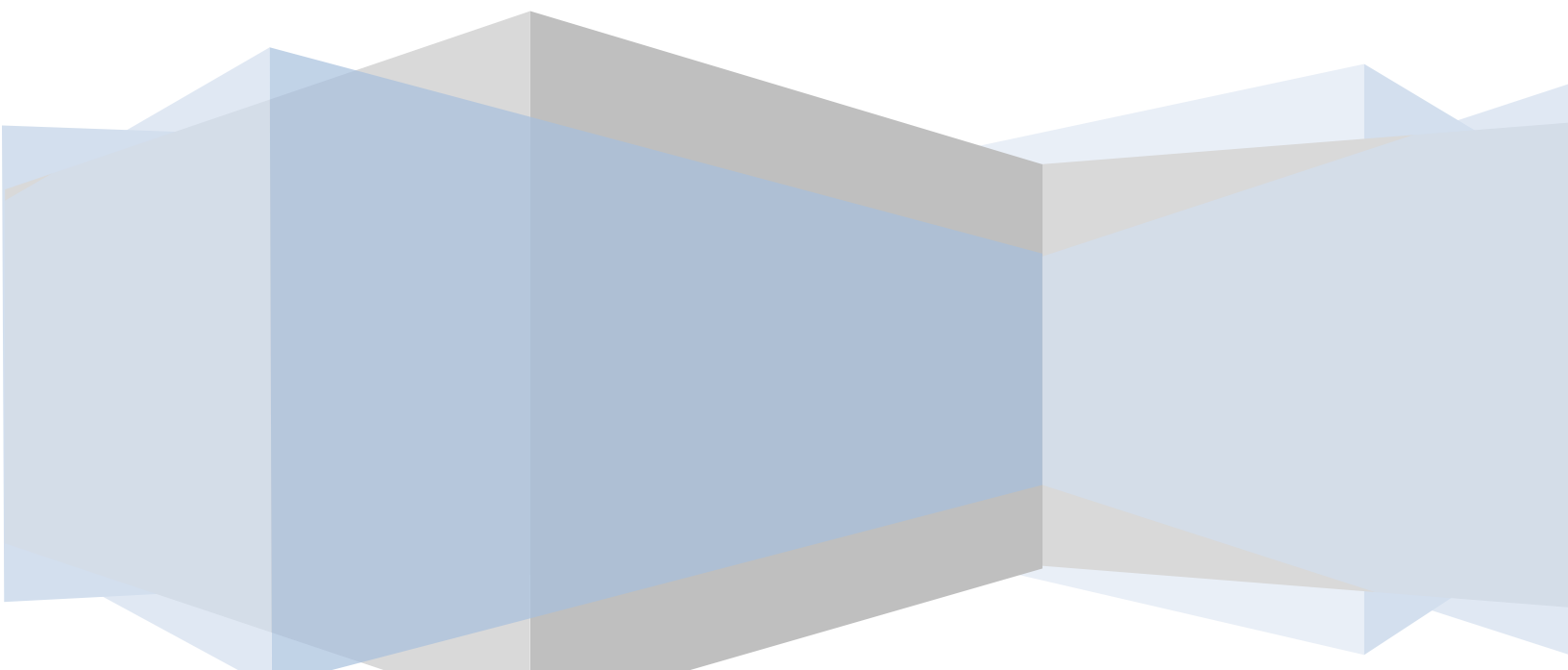


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Bid and Contract Form

1. Important Dates and Times

Date Invitation Issued September 26th 2016	Site Visit Date and Time September 29th at 11:00 a.m.	Bid Closing Date and Time October 6th at 14:01 pm	Estimated Completion Date March 31st 2017	Contract Expiry Date Six months after the Estimated Completion Date
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2. Bid Submission Location/E-mail Address

Name and Address for Bid Documents: Alberta Social Housing Corporation (the "ASHC") C/O- Medicine Hat Community Housing Society (MHCHS) 104, 516 3 rd Street SE Medicine Hat, AB T1A 0H3	Business Phone Number: (403) 528-5175 E-mail Address: rmiiller@mhchs.ca
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3. Contact Information

Robin Miiller, Chief Administrative Officer	Phone: 403-528-5175
Alex Martynenko, Maintenance Manager	Phone: 403-548-4766

4. Contract Name and Location

Building Phase 23 – Maranatha Villa		Municipal Address 355 8th St. SE Medicine Hat, AB T1A 1L6
Contract Reference Number MED-2016-002-A	Project ID 261927556083	LINC Code 0016600132, 0016600140, 0016605165

5. Description of Work (the "Work")

Information for the work is in attached Schedule "A".

6. The Bid Documents

The entire bid package has **19** pages in total, including the cover page, two copies of Bid and Contract Form, Schedule "A", Instruction to the Bidders and General Conditions to the Contract, Statutory Declaration form and GST Exemption Letter.

7. Bid

We, the undersigned, having read the Bid Documents and having visited the site and examined all conditions affecting the Work, hereby bid and agree to carry out the Work, by the specified completion date, for the stipulated price, **excluding** GST, of:

Dollars (\$ _____)

(the "Contract Price") (Total In Words)	Total In Figures
Bidder's Full Name ("the Contractor"):	Executed this _____ day of _____, 20____.
Bidder's Address:	Authorized Representative
Bidder's Corporate Registry Number/Business License#	_____
Ph: _____ - _____ - _____ Fax: _____ - _____ - _____	signature
Email: _____	Type or Print Name _____ Witness or Seal

8. Bid Acceptance (ASHC OFFICE ONLY)

Accepted and executed this _____ day of _____, 20____.

ALBERTA SOCIAL HOUSING CORPORATION

Signature
Print Name and Title
Signature
Print Name and Title

Bid and Contract Form

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Dollars (\$ _____)

(the "Contract Price") (Total In Words) _____ Total In Figures _____

Bidder's Full Name ("the Contractor"):	Executed this _____ day of _____,
Bidder's Address:	Authorized Representative
Bidder's Corporate Registry Number/Business License#	_____
Ph: _____ - _____ - _____ Fax: _____ - _____ - _____	signature
Email: _____	Type or Print Name _____ Witness or Seal

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Accepted and executed this _____ day of _____, 20____.

ALBERTA SOCIAL HOUSING CORPORATION

Signature _____

Print Name and Title _____

Signature _____

Print Name and Title _____

Schedule A

This is the Schedule "A" to the Bid and Contract Form with an invitation date of October 6th 2016 at 11:00 a.m. issued by the Medicine Hat Community Housing Society to describe the work details for the following project(s):

Building Name: **Phase 23 – Maranatha Villa**
 Address: **355 8th Street SE Medicine Hat, AB T1A 1L6**
 Contract Reference Number: **MED-2016-002-A**
 Project ID#: **261927556083**

Project #	Linc Code	Building Name Address	Contract Ref. Number	Breakdown of Contract Price
261927556083	0016600132 0016600140 0016605165	355 8 th Street SE Medicine Hat, AB T1A 1L6 Maranatha Villa	MED-2016-002-A	
<i>Total (please enter this amount in section 7 of the Bid and Contract Form)</i>				\$

Bidder's Full Name (the Contractor): _____

Authorized Signature: _____

Print Name: _____ Date: _____

DESCRIPTION OF WORK/SCOPE SPECIFICATIONS

1. Complete all work associated with replacing thirty two (32) balcony railings at Maranatha Villa – 355 8th Street SE Medicine Hat.
2. Remove all existing wooden railings, old balcony top covering, wood edges and dispose of in an environmentally responsible manner and as per Municipal Bylaws.
3. Correct decking flooring to create positive slope from physical building.
4. Supply and Install wood strips (pressure treated) to slope water away from the building walls.
5. Minimum slope of 1/8" per foot with optimal slope of ¼ per foot.
6. Supply and Install ¾" tongue & groove plywood for base repairs.
7. Supply and Install new wood edges (pressure treated).
8. Supply and Install white aluminium Gentek Fascia 6" x 9'10" (equivalent or better) to cover wood edges
9. Supply and Install Duradeck waterproof PVC film balcony membrane thickness min. 0.050" (1.3 mm) oz. per sq. yd. nominal weight (equivalent or better) with 1 ½" selvage edges.
10. Flashing membrane is bonded vertically up the wall sheathing and outward from the deck/wall intersection allowing for proper installation sequencing of the finished wall system.
11. Supply and install Regal Aluminum (equivalent or better) top mounted aluminum railing and include aluminum posts (white). Balcony railing installation shall comply with requirements stipulated in the current edition of the Public Health Act, Safety Codes Act, Fire Codes and Part 9 of the 2014 Alberta Building Codes.

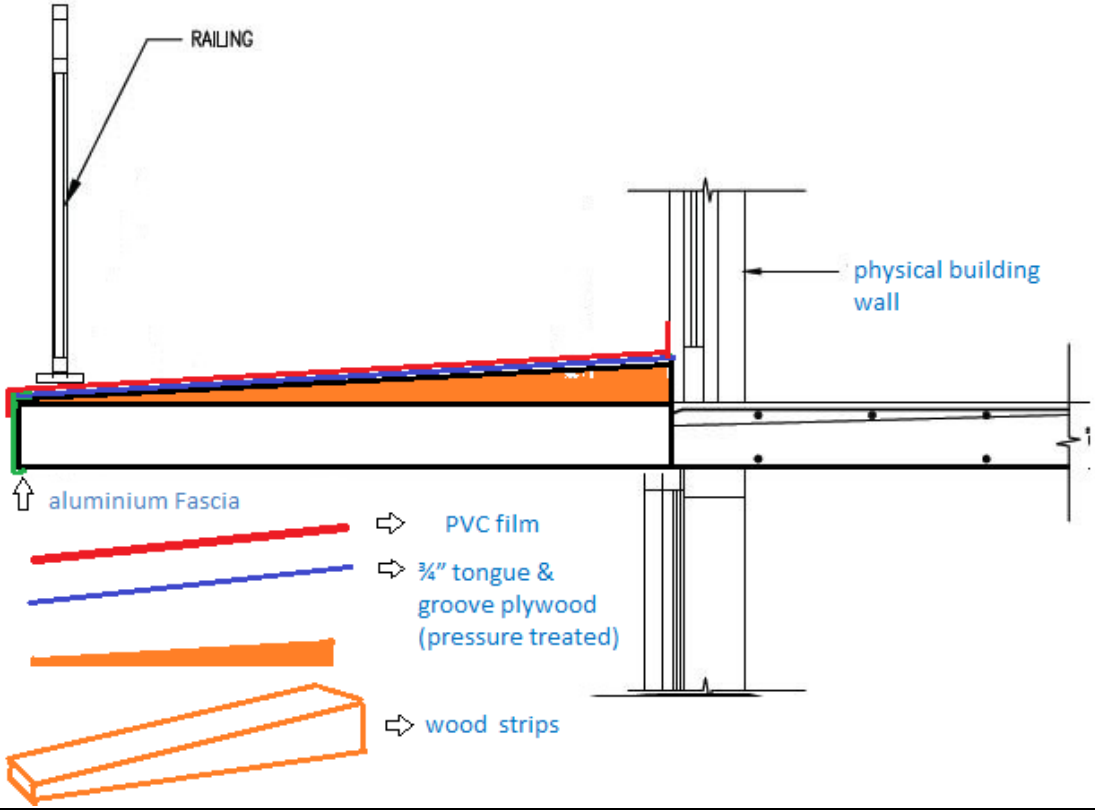
Regal Aluminum Specifications (equivalent or better)

- Post – 1.72" @ .080" Std-Alloy 6005A-T61
 - Post – 1.72" @ .309" Eng-Alloy 6005A-T61
 - Post – 2.50" @ .075" Std-Alloy 6005A-T61
 - Top Rails @ .070" Std-Alloy 6063-T5
 - Bottom Rails @ .070" Std-Alloy 6063-T5
12. Supply and Install Regal Aluminum Gates on all nine (9) ground floor units (only).
 13. All ground floor units do not require vinyl decking upgrade.

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See diagram attached as per the appropriate guideline for the sheet goods requested, are as follows:



Picture of existing balcony



14. Contractor to apply and pay fee for any required permit and building inspection permit to the City of Medicine Hat to inspect installation work. Submit a copy of the inspection permits and Certificates of Acceptance to MHCHS upon completion of work.

GENERAL REQUIREMENTS

1. These thirty-two (32) residential units are occupied and operating facility. Coordinate and schedule all demolition and installation work with MHCHS to minimize downtime and disruption to the building residents. Contractor's use of premise will be restricted and subject to approval from MHCHS. Coordinate with MHCHS access to site, storage provisions, etc.
2. Hours of construction work: 8.00 am to 5.00 pm during normal workdays (Monday to Friday) and may be extended to 6.00 pm if permitted by MHCHS, 8.00 am to 5.00 pm on Saturday if permitted by MHCHS, no work permitted on Sunday and public holidays.
3. Before submitting bid, visit the site and examine the existing building conditions and existing balcony railings installation which this work is in anyway interdependent for best workmanship and execution according to the intent of the specifications. Costs for extra work which was not reported prior to submitting bid shall be borne by the contractor.
5. Contractor shall assume all costs and liabilities associated with hoisting, man lift, security fencing, site equipment, porta potties, scaffolding, dumpster, storage trailer, etc. to carry out this contract.
6. Balcony railing installation shall comply with requirements stipulated in the current edition of the Public Health Act, Safety Codes Act, Fire Codes and Part 9 of the 2014 Alberta Building Codes.

7. Materials and equipment installed shall be new, full weight and or quality specified. Contractor shall carry out renovation work to comply with the current Alberta Building Code and City of Medicine Hat building requirements.
8. All materials and workmanship shall be guaranteed for a period of one year against defects from the date of acceptance of work. All installation shall be subject to the approval of MED or representative prior to acceptance.

Instruction to Bidders and General Conditions of Contract

1. INSTRUCTIONS TO BIDDERS

- 1) Read the Bid and Contract Form, these Instructions to Bidders and Conditions of Contract, and any supplemental specifications and drawings identified in the Schedule "A" (collectively the "Bid/Contract Package") before submitting your bid.
- 2) Complete the Bid and Contract Form (type or print legibly) and **submit two signed copies of the Bid and Contract Form** (each form is on one page only), along with **one copy of WCB Certificate** to the bid submission location before the specified bid closing date and time (bid closing). You must **sign in blue pen** and **seal or have a witness sign off** the Bid and Contract Form.
- 3) **For submissions one overall amount is needed, though a breakdown to list the price for individual project on the Schedule "A" is required if the bid is for multiple projects. In this case, please submit two copies of Schedule "A" to indicate the cost breakdown.**
- 4) **If Unit Pricing is required on Schedule "A", please submit two copies of Schedule "A" with your submission.**
- 5) For bid closing purposes, the official time of receipt of bids shall be as determined by the time recorder clock used to time and date stamp bids upon submission to the specified location.
- 6) You may *hand-deliver, courier, and mail* your bids. *Oral, telephoned, or faxed bids* will not be accepted nor acknowledged. You are solely responsible for ensuring that your bid is received at the specified location, before bid closing.
- 7) Submit your bid in a sealed envelope; ensure the envelope is clearly marked with the supplied address label identifying the contract name and location. (Bid Submission Documents Enclosed). If you fail to mark the sealed envelope with the supplied address label, you assume the risk of loss of confidentiality of your bid or miss direction of your bid.
- 8) Up until bid closing you may, by written request, withdraw a previously submitted bid. After bid closing, your bid cannot be withdrawn and is open to acceptance by ASHC until 35 days after bid closing.
- 9) You may request the bid results from the Contact Person indicated in the Bid and Contract Form. Only 48 hours after bid closing however this timeline will depend on bid submissions.
- 10) ASHC may not necessarily accept the lowest or any bid. ASHC reserve the right to reject any and all bids.
- 11) A legally binding contract will result if and when ASHC complete the Bid and Contract Form and return a copy to you within 35 days after the bid closing.
- 12) Bids shall be on a stipulated price basis.
- 13) Discrepancies between words and figures will be resolved in favour of words.
- 14) ASHC may award a contract based on the lowest valid bid for the selected alternative, notwithstanding that other valid bids, for an alternative not selected, may be lower.
- 15) ASHC may extend the bid closing time by addendum.
- 16) The contractor shall also verify in writing to ASHC if the estimated completion date is acceptable.
- 17) Contact the Contact Person indicated in the Bid and Contract Form if you need more information.

2. SUFFICIENCY OF BID

- 1) The submission of a bid shall constitute an incontrovertible representation by the Bidder that:
 - I. the Bidder has complied with all bidding requirements,
 - II. the Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents,
 - III. the bid is based upon performing the Work in accordance with the Bid Documents, without exception,
 - IV. the price or prices stated in the bid cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Bid Documents, and
 - V. the Bidder has to be an **active registered entity** pursuant to *Business Corporations Act* (Alberta) or **a person with a business license** from the local municipality. **You must provide your corporate registry number on the Bid/Contract Form. If you are not registered, you must provide a copy of the business license with your bid.**

3. BID PRICE MODIFICATION

- 1) Bids submitted in accordance with these Instructions to Bidders may be modified providing the modification is received at the office indicated in this package prior to the time and date fixed for receiving bids.
- 2) Modifications to bids will be accepted in the following forms only:
 - I. Letter signed by the same authorized representative who signed the Bid and Contract Form.

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- II. You may *hand-deliver, courier, and mail your bid modification. Oral, telephoned, or faxed bid modification will not be accepted nor acknowledged.* You are solely responsible for ensuring that your bid modification is received at the specified location, before bid closing.
- 3) Where a modification is directing a change in a tendered amount, the modification shall not reveal the original amount nor the revised amount. Only the amount to be added to or deducted from the original tender amount shall be stated.
- 4) When submitting two or more modifications related to a single bid amount, ensure that there is no ambiguity as to the intended bid price. The written modification shall clearly indicate whether:
 - I. the bid amount first submitted is being modified and any previous modifications are to be disregarded, or
 - II. a revised bid amount derived from a previous modification is being modified.
- 5) ASHC will assume no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. ASHC may disregard improperly received modifications.

4. ASHC REPRESENTATIVE

- 1) For the purpose of administering this contract, ASHC shall appoint MHCHS as representative of the Owner and MHCHS shall, unless the contractor(s) are expressly advised otherwise by a duly authorized office of the ASHC; have full authority to act on behalf of ASHC ("the Owner") in the administration of the work of the contract.

5. CONTRACT DOCUMENTS

- 1) The Contract Documents consists of an Acceptance Letter of Contractor's bid; an executed Bid and Contract Form; these Instructions to Bidders and General Conditions of Contract, Drawings; Schedules, Specifications which have application during performance of the Contract detailed in Schedule "A", other documents, or parts thereof, contained in this Bid/Contract Package; and such other documents as may be identified as Contract Documents, and including amendments thereto made in accordance with provisions of the Contract.
- 2) The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 3) ASHC, in the first instance, shall decide on questions arising under the Contract Documents, interpret requirements therein, and judge performance in accordance therewith.

6. ASSIGNMENT

- 1) Contractor shall not assign the Contract, in whole or in part, nor shall it sublet the Contract as a whole, without previous written consent of ASHC, which consent shall be at ASHC sole discretion.

7. TERMINATION

- 1) ASHC may, by giving a written notice of termination to Contractor, terminate the Contract at any time.

8. SUBCONTRACTS

- 1) ASHC will recognize the Contractor only. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the ASHC.
- 2) Contractor agrees to bind every Subcontractor by the terms of the Contract Documents, as far as applicable to work of the subcontract.

9. GST EXCLUDED

- 1) Contract Price shall exclude federal Goods and Services Tax.

10. PROTECTION OF WORK AND PROPERTY (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) Contractors shall take all reasonable precautions necessary to protect the Work and the ASHC property from damage during performance of the Contract and shall make good any damage to the Work or to ASHC property caused by Contractor or any of its Subcontractors.

11. CLEANING (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) Contractor shall keep the site free from unsightly or hazardous accumulations of waste material and shall leave the site in a neat and tidy condition at completion of Work.

12. WASTE MANAGEMENT (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) The Contractor shall ensure that work on the ASHC property is provided in an environmentally friendly manner using best practices that mitigate harmful environmental impacts. The Contractor shall provide the ASHC with a waste management plan listing materials that will be salvaged, reused or recycled during the

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course of the project for cardboard, wood, beverage containers, land clearing debris, aggregate (including concrete, asphalt and masonry), metals, gypsum board, plastic and carpet.

- 2) Other waste materials resulting from the Contractor's activities under this Contract must be disposed of as per provincially regulated recycling programs should they apply. This includes but is not restricted to electronics, paint, oils, cleaners, pesticides and tires.

13. HOLD HARMLESS AGREEMENT

- 1) Contractors shall indemnify and hold harmless the ASHC from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which Contractor is legally responsible, including those arising out of negligence or willful acts by Contractor or Contractor's employees or agents. This hold harmless provision shall survive the Contract.

14. INSURANCE

- 1) Without limiting its liabilities under the Contract, Contractor shall provide, maintain and pay for the following minimum insurance coverages, in forms acceptable to ASHC:
 - I. General Liability Insurance with limits of not less than **\$2,000,000** inclusive per occurrence, against bodily injury, personal injury, and property damage, and including following endorsements: owner's and Contractor's protective; blanket written contractual; non-owned auto; and broad form property damage.
 - II. Automobile Liability Insurance on all vehicles owned, operated or licensed in Contractor's name, with limits of not less than \$2,000,000.
 - III. Where such risks exist, Property Insurance in the form of an All Risks Builder's Risk Policy or an All Risks Installation Floater insuring not less than the full insurable value of the Work plus an appropriate value for risk of loss to Minister's property, if any, in Contractor's care, custody and control.
- 2) Contractors shall submit, prior to commencement of Work, a copy of insurance policy covering the period from the Effective Date of the contract to the date of final acceptance of the Work.

15. REGULATORY REQUIREMENTS

- 1) Contractors shall comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of the Contract.
- 2) Contractors shall apply and pay for necessary permits or licenses required for execution of Work, except obtaining permanent easements or rights of servitude.
- 3) Contractors shall comply with the Occupational Health and Safety Act and regulations issued pursuant thereto.

16. DEFECTIVE WORK (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) Defective work is work that has been rejected by ASHC as failing to conform to the Contract Documents. Contractor shall promptly correct defective work, as required to conform to the Contract Documents, with no change in Contract Price.
- 2) If, in the ASHC opinion, it is not expedient to correct defective work, ASHC may deduct from the Contract Price the difference in value between the work as performed and that required by the Contract Documents, the amount of which will be determined in the first instance by the ASHC.

17. CONTRACT TIME

- 1) Time and all time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall perform work expeditiously and with adequate forces to complete Work of the Contract within the time specified in the Contract. At its own discretion, ASHC may extend the contract if the Work cannot be completed before the contract expiry date.

18. MATERIALS AND EQUIPMENT (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) Unless otherwise specified, Contractor shall provide, maintain, and pay for all materials, tools, machinery, equipment, temporary facilities, controls, and conveniences, necessary for execution of the Work. Unless otherwise specified, all materials shall be new, of merchantable quality and suitable for the intended purpose.

19. PRODUCT OPTIONS AND SUBSTITUTIONS (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) For products specified by non-proprietary specification, select any product which meets requirements of Contract Documents, by any manufacturer. Note: Product acceptant in writing before any bid submissions should be done.

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- 2) For products specified by proprietary specification and accompanied by words indicating that substitutions will not be accepted; select any product or manufacturer named. Substitutions are not permitted. Note: Product acceptant in writing before any bid submissions should be done.
- 3) Except where substitutions are not permitted, when a product is specified by proprietary specification, other unnamed products will be accepted, subject to such substitutions being the same generic type as, being capable of performing the same functions as, and meeting or exceeding the standards of quality and performance of the named product. Substitutions shall not require revisions to Contract Documents. Note: Product acceptant in writing before any bid submissions should be done.
- 4) In making a substitution, Contractor represents that:
 - I. Contractor has investigated the substitute product and/or manufacturer and has determined that it meets the criteria specified in 19.3),
 - II. Contractor will make any changes to the Work necessitated by the substitution as required for the Work to be complete in all respects, and
 - III. Contractor waives claims for additional costs and time caused by substitution which may subsequently become apparent.

20. WARRANTY (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) ***Neither the final payment, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty materials or workmanship which appear within a period of one year from the date of acceptance of the Work, or such other periods as may be specified for parts of the Work, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting there from which appear within such periods.***

21. CHANGES IN THE WORK

- 1) ASHC may order changes in the Work by means of a written change order. Contractor shall not proceed with any change in the Work without a written change order.

22. VALUATION OF CHANGES ON STIPULATED PRICE WORK

- 1) The value of a change, and the change in Contract Price and Contract Time, shall be as agreed upon in writing, before the ASHC orders the Contractor to proceed with the change in the Work.
- 2) Alternatively, if the ASHC orders the Contractor, in writing, to proceed with a change in the Work before there is an agreement on the value of the change, the value of the change shall be based on the Contractor's actual costs and savings attributable to the change. If a change results in a net increase in the Contractor's costs, the Contract Price shall be increased by the amount of the net increase in costs, plus an allowance for overhead and profit, as follows:
 - I. For work performed by Contractor's own forces, Contractor shall be entitled to 10% for overhead on actual cost of material and labour and an additional 10% for profit on above total.
 - II. For work performed by Subcontractors:
 - a) each Subcontractor shall be entitled to 10% for overhead on actual cost of material and labour and an additional 10% for profit on above total, and
 - b) Contractor shall be entitled to 5% of Subcontractors' total.
- 3) For work performed by Sub-subcontractors:
 - I. Each Sub-subcontractor shall be entitled to 10% for overhead on actual cost of material and labour and an additional 10% for profit on above total,
 - II. Subcontractor shall be entitled to 5% of Sub subcontractors' total, and
 - III. Contractor shall be entitled to 5% of above total.
 - IV. If a change results in a decrease in cost, amount of credit to be given to Minister shall be amount of actual decrease, without overhead and profit.
 - V. If a change involves both extras and credits and results in an increase in cost, overhead and profit shall be allowed on increase only.

23. VALUATION OF CHANGES ON UNIT PRICE WORK

- 1) On unit price work, a change shall mean work authorized by ASHC in writing which is not required by the Contract Documents and which cannot be classified as coming under any of the contract units and for which no unit price, lump sum or other basis of payment has been agreed to.
- 2) Changes shall be performed on the basis of unit prices agreed to by both ASHC and Contractor, or if such agreement cannot be reached, or if deemed more appropriate by both parties, on the basis of actual costs, plus a percentage for overhead and profit, such percentage not to exceed that specified in 22.2).

24. PAYMENT

- 1) ***All Payment requests must have Reference number, Project Title and Project Address for payment.***
For example, RGA-2013-001-A (Contract Reference Number), Project Title, Project Address

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- 2) **ASHC shall make one lump sum payment, with no holdback, provided that:**
 - I. Work has been completed, deficiencies have been corrected, and Work has been accepted by ASHC,
 - II. Contractor has submitted one or more invoices, the total amount of which equals the Contract Price,
 - III. Contractor has submitted a letter of clearance from the Workers' Compensation Board,
 - IV. Any third party claims received by ASHC have been resolved, or addressed and a course of action agreed to.
- 3) **Alternatively, if Contract Time exceeds one month, invoices may, at Contractor's option, be submitted monthly, subject to the following conditions:**
 - I. Amount invoiced shall be for value of work performed and products delivered to site, at that date.
 - II. Amount payable by ASHC shall be amount invoiced, adjusted by ASHC if necessary, **less 10% holdback.**
 - III. Contractor shall submit with invoices, and as a condition of holdback release, a Statutory Declaration Form attached in the package.
 - IV. Release of holdback shall be subject to all conditions specified under 24.2).
- 4) **All invoices shall exclude GST.**
- 5) **Statutory Declarations must be included with each invoice sent to ASHC.**
- 6) **Certificate of Insurance:** Insurance policy should cover the period from the sign off date of the Contract to the date of final acceptance of the Work.
- 7) Please note Statutory Declarations and Holdback are not applicable to the consultation services.

25. CLAIMS

- 1) If Contractor intends to claim any additional payment, Contractor shall give notice of its intention to ASHC as soon as possible and not later than 7 days after the event giving rise to the claim first arises or Contractor first becomes aware of such event.
- 2) The parties shall make bona fide efforts to resolve a claim as soon as possible after receipt thereof. When the ASHC issues a final written position on the claim, or fails to do so within a reasonable period of time, and the claim is not resolved to the satisfaction of both parties, the claim shall be considered a dispute and shall be settled in accordance with article 26.

26. DISPUTES

- 1) If a dispute of any kind arises between ASHC and Contractor in connection with the Contract, the matter in dispute shall be settled in accordance with the processes identified in the document entitled "Dispute Resolution Process for Government of Alberta Construction Contracts", Appendices A, B, C, D, and E. Please refer to the following website for details:
[http://www.transportation.alberta.ca/Content/docType29/Production/dispute_resolution_\(full\).pdf](http://www.transportation.alberta.ca/Content/docType29/Production/dispute_resolution_(full).pdf)

27. LABOUR

- 1) Unless otherwise specified, you (the "Contractor") will provide and pay for all materials, labour, tools and equipment necessary for the execution of the work. Unless otherwise specified, all materials will be new. Materials and workmanship will be of the quality specified, or if not specified, suitable for the purpose intended. You will not employ any unfit person or anyone not skilled in the work assigned to him/her.

28. RIGHT OF REVIEW

- 1) You will permit us, or anyone acting on our behalf, to review, inspect and critique your performance of the work. ASHC may, at the completion of the work, evaluate your performance of the work. The results of the performance evaluation will be reviewed with you.

29. CONFLICT OF INTEREST

- 1) The Contractor and the Contractor's employees shall not accept any commission, discount, allowance, indirect payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Contract that causes, or would appear to cause, a conflict of interest.
- 2) The Contractor and the Contractor's employees shall have not financial interest in the business of any third part that causes, or would appear to cause, a conflict of interest in the connection with the performance of their duties related to the Contract, should such an interest be acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner.

30. RECORDS TO BE KEPT

- 1) The Contractor shall for a period of at least seven (7) years from the date of the Final Certificate of Completion, maintain and keep full records, vouchers, other writing and information in respect of his estimates and actual cost of the work, and, shall make available a copy, audit or inspection by any as being

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required to be maintained by the Owner. The records stipulated in this contract as being required to maintain by the Contractor may be subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act*. Should the Owner receive a request for any of these records, at the Contractors' expense, to the FOIP Coordinator and the Owner within 15 of calendar days from official notification by the FOIP Coordinator.

31. TOXIC AND HAZARDOUS SUBSTANCES (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) For the purpose of applicable legislation related to toxic and hazardous substances, the Owner shall be deemed to have control and management of the Place of the Work with respect to existing conditions.
- 2) Prior to the Contractor commencing the Work, the Owner shall,
 - I. Take all reasonable steps to determine whether any toxic or hazardous substance are present at the place of work
 - II. Provide the Contractor with a written list of any such substance that are known to exist and their locations
- 3) The Owner shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the place of the work and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the Place of Work prior to the Contractor commencing the Work
- 4) Unless the contract expressly provides otherwise, the Owner shall be responsible for taking all necessary steps, in accordance with the applicable legislation in force at the place of the work, to dispose of, store or otherwise render harmless toxic or hazardous substance which were present at the place of work prior to the Contractor commencing work.
- 5) If the Contractor:
 - I. Encounters toxic or hazardous substances at the place of the work, or
 - II. Has reasonable grounds to believe that toxic or hazardous substances are present at the place of the work which are not brought to the place of work by the Contractor or anyone for whom the Contractor is responsible and which were not disclosed by the owner or which were disclosed but have not been dealt with as required under paragraph 31.4 the Contractor shall;
 - III. Take all reasonable steps including stopping the Work, to ensure that no person's exposure to any toxic or hazardous substance shall exceed any and all levels prescribed by applicable legislation at the Place of the Work, and
 - IV. Immediately report the circumstances to the Owner in writing.

32. WORK SITE SAFETY- THIS CONTRACTOR IS "PRIME CONTRACTOR" (NOT APPLICABLE TO CONSULTATION SERVICES)

- 1) The Contractor shall, for the purpose of the Occupational Health and Safety Act (Alberta), and for the duration of the Work of the Contract:
 - I. Be the "prime contractor" for the "work site", and
 - II. Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "work site".
- 2) The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, workers and any other person at the "work site" on safety-related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act regardless of:
 - I. Whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - II. Whether or not such entities have been specifically identified in this Contract.
- 3) The Owner anticipates there could be other contractors on site performing regular maintenance, other than those performing the Work of this Contract during the performance of the Work of this Contract. Each contractor will be the prime contractor for that portion of their work and will not impact the performance this contractors work.

33. PRE-BID MEETING

- 1) A pre-bid meeting will be held on Thursday October 6th at 11:00 a.m.
- 2) Purpose is to :
 - I. Provide bidders an opportunity to familiarize themselves with the Work
 - II. Provide bidders an opportunity to familiarize themselves with the existing conditions
- 3) Owner's representative(s) (MHCHS) will be present.
- 4) All prime contract and major subcontract Bidders are strongly advised to attend. Others are invited to attend.
- 5) No information provided by the Owner or any of his representatives at the pre-bid meeting shall be binding, unless such information is included in an Addendum

Please firmly affix this address label to your own envelope containing your submission.

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REQUEST FOR BID

Contract Reference Number: **MED-2016-002-A**

Project Name: Phase 23 – Maranatha Villa

Project Address: **355 8th St. SE Medicine Hat, AB T1A 1L6**

Work to be completed: **Balcony Railing Replacement**

Bidder's Name:

BID SUBMISSION DOCUMENTS ENCLOSED
--

Closing Date: **TBD**

14:01:00 Alberta Time

Attention:

**Alberta Social Housing Corporation
Capital Improvements
c/o Medicine Hat Community Housing Society
104, 516 3rd Street SE
Medicine Hat, AB T1A 0H3**

MHCHS Time/Date Stamp Here:

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Note 1: Alberta Social Housing Corporation cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

Note 2: Waybills accompanying deliveries of Proposals by courier should contain the reference number and the reference number's closing date and time.

To be made by the Contractor prior to payment when required as a condition for either:

- First progress payment;
- Second and subsequent progress payments; or
- Release of holdback

Contract Reference Number: MED-2016-002-A		
Date of This Application for Payment		
Month	Day	Year
Date of Last (Immediate Preceding) Application for Payment		
Month	Day	Year

Identification of Contract

Contract Description (location and description of the Work as it appears in the Contract Documents):

- Contract between Alberta Social Housing Corporation and
- Work location:
- Description of the Work:

Date of Contract: _____
Month Day Year

Identification of Declarant (person making the declaration)

Full Name of Declarant		Position or Title (of office held with Contractor)	
Business Name (Name of Contractor)			
Business Address			
City or Town		Province	Postal Code

Declaration

I, the undersigned, solemnly declare that, as of the date of this application for payment:

1. all the Contractor's lawful obligations to subcontractors and suppliers, in respect of work contracted for and performed before the date of the last (immediate preceding) application for payment, are fully discharged, except for (i) hold back monies properly retained, (ii) payments deferred by agreement, and (iii) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld;
2. all the Contractor's lawful obligations to workers, in respect of work contracted for, are fully discharged;
3. all assessments and payments required to be made by the Contractor under law have been made in full; and that
4. I am an authorized signing officer of the Contractor named in the Contract identified above, and as such have authority to bind the contractor, and have personal knowledge of the contract identified and the facts stated in this statutory declaration.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Making a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines, imprisonment, or both.

 Signature of Declarant

Attestation (to be completed by a person empowered to receive declarations, e.g. Commissioner of Oaths, Notary Public, etc.)

DECLARED before me at _____ this _____ day of _____ in the year _____.
City/Town and Province

 Signature of person before whom declaration is made

 Authority to receive solemn declarations

 Expiry Date

Any changes or corrections on this Statutory Declaration must be initialed by the person before whom the declaration is made.

 Name (please print)

GST Exemption Letter

March 7, 2012

To Whom It May Concern:

The Alberta Social Housing Corporation (ASHC) is part of the Alberta Crown and a tax free Alberta Government agency, therefore not subject to G.S.T. or H.S.T.

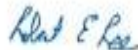
The G.S.T. Registration number is R124072513.

By this letter, we certify that the products or services ordered are being purchased by the Alberta Social Housing Corporation (ASHC) and are therefore not subject to G.S.T. or H.S.T.

All current invoices will be processed for payment without the G.S.T. or H.S.T.

To minimize payment delays, please ensure future invoices do not include G.S.T or H.S.T.
Thank you for your cooperation.

Yours truly,



Robert Lee
Executive Director
Funding and Accountability