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**Bid Contract PackageTemplate
CONTRACTOR HMB**

Version 6.3 (20231124)

**Issued by [Management Body Name, if required]**

**Project Name: [Building Name] or [Various Names – See Schedule A]**

**Project Address: [Address] or [Various Addresses – See Schedule A]**

**ASHC Contract Reference Number: [Number]**

**Management Body Reference Number: [Number, if required or N/A]**

 **Work to be Completed: [CMR Project Title]**



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1. Update the “Table of Contents” once you finish the edition.
2. Update the total number of pages under **section 6 – The Bid Documents**, in the **Bid and Contract Form**.
3. Delete/remove any area highlighted in yellow. These areas are optional or serve as reminders only.
4. Lastly, please take off the highlight colors AND delete this note.)

# Bid and Contract Form

|  |
| --- |
| 1. **Important Dates and Times**
 |
| **Date Invitation Issued** | **Optional Site Visit Date and Time** | **Bid Closing Date and Time** | **Completion Date** **[Month DD, YYYY]** |
| **[Month DD, YYYY]** | **[Month DD, YYYY] at** **[Time am or pm] Alberta Time** | **[Month DD, YYYY] at** **14:00:59 Alberta Time** |

|  |
| --- |
| 1. **Bid Submission**
 |
| Name and Address for Bid Documents: | E-mail Address:  |
| **Alberta Social Housing Corporation (the “ASHC”)****C/O** [MB Name], Management Body (MB) | [MB email address for receipt of bids] |

|  |
| --- |
| 1. **Inquiries Contact**
 |
| Attention: [MB Representative Name] | Email: [MB email address for inquiries] |

|  |
| --- |
| 1. **Contract Name and Location**
 |
| Housing Project Name | Municipal Address |
| **[Building Name] OR for multiple [See Schedule “A”]** | **[Address] OR for multiple [See Schedule “A”]** |
| Contract Reference Number | CMR Project ID | LINC Code |
| **[Number]** | **[ID] OR for multiple [See Schedule “A”]** | **[Code] OR for multiple [See Schedule “A”]** |

|  |
| --- |
| 1. **Description of Work (the "Work")**
 |
| **[CMR Project Title].** Information for the Work is in attached Schedule “B”. |

|  |
| --- |
| 1. **The Bid Documents**
 |
| The entire Bid/Contract Package has **[XX]** pages in total, including the cover page, Bid and Contract Form, Schedule “A”, Schedule “B” (including any supplemental specifications, drawings or attachments identified in the Schedule “B”), Addenda (if applicable), Instruction to the Bidders and General Conditions to the Contract, Bid Submittal Checklist, Statutory Declaration of Payment Distribution and GST Exemption Letter (collectively the **“Bid/Contract Package”**). |

|  |
| --- |
| 1. **Bid**
 |
| We, the undersigned, having read the Bid/Contract Package, including all issued Addenda (if any) and examined all conditions affecting the Work, are satisfied we understand the Bid/Contract Package and declare ourselves competent to undertake and complete the Work by the specified completion date and hereby bid and agree to carry out the Work in accordance with the terms and conditions of the Contract Documents, for the stipulated price in Canadian dollars, **excluding** GST**,** of:**(Total In Words):**  |
| **DOLLARS:** | **($ )** |
| **(the “Contract Price”)** | **Total In Figures** |
| **Bidder’s Legal Name ("the Contractor"):** |  | **Executed this**\_\_\_\_\_\_\_**day of**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **20**\_\_\_\_\_\_ |
|  |  |
| **Bidder’s Mailing Address:** |  |  |
|  |  |
|  |  |  |  |

|  |
| --- |
|  |
|  **Witness Signature Witness or Seal** |

 |
|  | **Signature of Authorized Representative** |
| **Telephone:** \_\_\_\_\_ - \_\_\_\_\_\_ - \_\_\_\_\_\_\_**Email Address:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | ­­ |  |
| **Name of Person Signing Above** |  | **Name of Witness** |

|  |
| --- |
| 1. **Bid Acceptance (ASHC OFFICE ONLY)**
 |
| Accepted and executed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.**Alberta Social Housing Corporation** |
|  |
| Signature |
|  |
| Print Name and Title |
|  |

**Schedule A – Contract Pricing Breakdown**

NOTES:

1. POPULATE ALL REQUIRED INFORMATION AND ADD/REMOVE ANY LINES
2. DELETE THESE NOTES.

|  |  |  |  |
| --- | --- | --- | --- |
| **CMR Project ID** | **Housing Project Name** | **Municipal Address** | **Breakdown of Contract Price** |
|  |  |  | ***$*** |
|  |  |  | ***$*** |
|  |  |  | ***$*** |
|  |  |  | ***$*** |
|  |  |  | ***$*** |
|  |  |  | ***$*** |
| ***SUB-TOTAL*** | ***$*** |
| ***CASH ALLOWANCE****[Enter full description for Cash Allowance usage, if applicable]* | ***$ or Not Applicable*** |
| ***Total*** *(Enter this amount in section 7 of the Bid and Contract Form)* | ***$*** |

Bidder’s Full Name (the “Contractor”):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Schedule B – Description of Work

This is the Schedule “B” to the Bid and Contract Form issued by Alberta Social Housing Corporation (the “ASHC”) to describe the work details for the following project(s):

1. **REQUIREMENTS:**
	1. **Examination of Site:** Attendance of the site visit is recommended for bidders on the specified date, to take such other steps as may be reasonably necessary to ascertain the size, nature and location of the Work, and the general and local conditions which may affect the Work and the cost thereof.

 **Description of Work/Specifications: [CMR Project Title]**

NOTES:

1. IF YOU HAVE ANY SEPARATE SPECIFICATIONS, DRAWINGS OR OTHER ATTACHMENTS, REFERENCE THEM HERE AND ATTACH TO BID/CONTRACT PACKAGE TO BE ONE PART OF THE SCHEDULE “B”.
2. DELETE THESE NOTES.

# Instruction to Bidders & General Conditions of Contract

1. **INSTRUCTIONS TO BIDDERS**
2. Read the Bid/Contract Package before submitting your bid.
3. **Submit the following mandatory documents with your bid:**
	1. Bid and Contract Form signed by authorized representative, and signed by a witness
	2. Schedule “A” signed by authorized representative
	3. OH&S Safety Plan or Certificate of Recognition (COR)
	4. Certificate of Insurance as outlined in Section 16 of the attached “Instruction to Bidders” (Required before starting work)
	5. Bid Bond as outlined in Section 38 of the Instruction to Bidders and General Condition of Contract [Delete IV. and this note if Bid Bond not applicable]
4. Bid documents must be submitted to the bid submission email address as per Section 2, Bid and Contract Form, before the specified bid closing date and time (bid closing).
5. **Site Visits - If site is not publically accessible, it is recommended for bidders to attend a site visit** to take such other steps as may be reasonably necessary to ascertain the size, nature and location of the Work, and the general and local conditions which may affect the Work and the cost thereof**.**
6. For bid closing purposes, the official time of receipt of bids shall be as determined by the time and date of the email received, as recorded on the MB server.
7. **You are solely responsible for ensuring that your bid is received at the specified email address, before bid closing.**
8. Up until bid closing you may, by written request, withdraw a previously submitted bid. After bid closing, your bid cannot be withdrawn or modified and is open to acceptance by ASHC until 35 business days after bid closing.
9. A legally binding contract will result if and when ASHC complete the Bid and Contract Form and return a copy to you within 35 business days after the bid closing.
10. **Bids shall be on a stipulated fixed price basis, which means the Contract Price is a single, pre-determined fixed price. As Contract Price is a fixed price, reimbursable costs or soft costs (i.e. printing, courier, travel costs) are to be included and form part of the stipulated fixed price.**
11. Discrepancies between words and figures will be resolved in favour of words.
12. The total of Breakdown of Contract Price and Cash Allowance in Schedule “A” will be checked by ASHC. If arithmetical errors are discovered, the total will be corrected in Schedule A by ASHC. Bidder shall be bound to such corrected total.
13. ASHC reserves the right to waive an irregularity or non-compliance with the requirements to the bid package where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at ASHC’s sole discretion.
14. ASHC may not necessarily accept the lowest or any bid. ASHC reserve the right to reject any and all bids.
15. ASHC may extend the bid closing time by addendum.
16. For any inquiries, submit to the email address in Section 3, Bid and Contract Form.
17. Bidder may request bid results by submitting to the Inquires email address in Section 3, Bid and Contract Form.
18. ASHC is an agent of the Crown and as such is subject to the *Public Works Act.*
19. **EFFECTIVE DATE AND TERM**
	1. The effective date commences on the date written on the Bid and Contract Form (where ASHC signs and dates) and is the date this Contract comes into effect.
	2. The term of this Contract is from the “Effective Date” to twelve (12) months after the “Completion Date” (Bid and Contract Form), unless extended in writing by ASHC or earlier termination in accordance with the terms of this Contract.
20. **SUFFICIENCY OF BID**
21. The submission of a bid shall constitute an incontrovertible representation by the Bidder that:
22. the Bidder has complied with all bidding requirements,
23. the Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents,
24. the bid is based upon performing the Work in accordance with the Bid Documents, without exception,
25. 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,
26. the Bidder is an **active registered entity** pursuant to *Business Corporations Act* (Alberta), and
27. the Bidder is registered and in good standing with the Workers’ Compensation Board – Alberta (WCB- Alberta).

a) During the bid evaluation stage, ASHC will verify the good standing status of the Bidders with WCB – Alberta and the Bidder not having good standing status with WCB – Alberta may be disqualified.

1. **BID PRICE MODIFICATION**
2. Bids submitted in accordance with these Instructions may be modified providing the modification is received at the email address indicated in this package prior to the time and date fixed for receiving bids.
3. Modifications to bids will be accepted in the following forms only:
4. a letter signed by the same authorized representative who signed the Bid and Contract Form.
5. any bid modifications must be submitted by email (Section 2, Bid and Contract Form) prior to bid closing date and time. No other means of delivery for Bid Modifications will be accepted nor acknowledged. You are solely responsible for ensuring that your bid modification is received at the specified email address before bid closing.
6. 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.
7. 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:
8. the bid amount first submitted is being modified and any previous modifications are to be disregarded, or
9. a revised bid amount derived from a previous modification is being modified.
10. 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.
11. **ASHC REPRESENTATIVE**
12. For the purpose of administering this contract, ASHC shall appoint a MB representative who shall, unless the consultant is expressly advised otherwise by a duly authorized officer of the ASHC, have full authority to administer the Work under the Contract on behalf of ASHC, with the exception of signing the Contract and approving any change order/amendments, which must be approved by ASHC’s signing authority.
13. **CONTRACT DOCUMENTS**
14. The Contract Documents consists of a Letter of Intent (if applicable), a bid acceptance notification 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 Work detailed in Schedule “A”, Schedule “B”, any addendums, 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.
15. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
16. ASHC, in the first instance, shall decide on questions arising under the Contract Documents, interpret requirements therein, and judge performance in accordance therewith.
17. **ASSIGNMENT**
18. 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.
19. **TERMINATION**
20. ASHC may, by giving a written notice of termination to Contractor, terminate the Contract at any time.
21. **NON-PERFORMANCE**
	1. ASHC, at its sole and unfettered discretion, may reject without further consideration any Bid where the Contractor:
		1. has a contract with ASHC which in the sole opinion of ASHC has had a contract terminated by ASHC for non-performance or had a bid bond enforced, or had all or part of a performance bond enforced; or
		2. is engaged in a substantially unresolved dispute or is in litigation with ASHC or has a claim or judgment arising from litigation.
22. **SUBCONTRACTS**
23. ASHC will recognize the Contractor only. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and ASHC.
24. Contractor agrees to bind every Subcontractor by the terms of the Contract Documents, as far as applicable to the Work of the subcontract.
25. **GST EXCLUDED**
26. Contract Price shall exclude federal Goods and Services Tax. Note: As ASHC is an Agent of the Crown, ASHC is not subject to GST (see attached the GST Exemption Letter).
27. **PROTECTION OF WORK AND PROPERTY**
28. Contractors shall take all reasonable precautions necessary to protect the Work and ASHC properties 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.
29. **CLEANING**
30. Contractor shall keep the site free from unsightly or hazardous accumulations of waste material and shall leave the site “broom clean” or its equivalent.
31. **WASTE MANAGEMENT**
32. The Contractor shall ensure that Work on the ASHC properties 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 course of the project for cardboard, wood, beverage containers, land clearing debris, aggregate (including concrete, asphalt and masonry), metals, gypsum board, plastic and carpet.
33. 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.
34. **HOLD HARMLESS AGREEMENT**
35. The Contractor agrees to indemnify and hold harmless ASHC, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
36. the Contractor's breach of this Contract, or
37. the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom the Contractor is legally responsible, in relation to the performance of its obligations under this Contract.
38. The Contractor shall indemnify and hold harmless ASHC against and from any loss or damage to the real or personal property of ASHC to the extent arising from the Contractor’s breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.
39. This hold harmless provision shall survive the Contract.
40. **INSURANCE**
41. Without limiting its liabilities under the Contract, Contractor shall provide, maintain and pay for the following minimum insurance coverages, in forms acceptable to ASHC:
42. General Liability Insurance with limits of not less than Select $2,000,000 for less than $75,000 project budget OR $5,000,000 if project budget over $75,000 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.
43. the Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in carrying out the obligations under this Contract in an amount not less than $2,000,000.
44. 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 ASHC's property, if any, in Contractor's care, custody and control.
45. Contractors shall submit a copy of its insurance certificate to ASHC within 15 days after date of bid acceptance notification. The insurance certificate must cover the period from the execution date of the Contract to the date of total acceptance of the Work by ASHC. If the insurance certificate expires prior to the date of final acceptance of the Work, Contractors shall submit the renewed insurance certificate in a timely manner to ASHC.
46. The Contractor shall ensure that all its subcontractors obtain and maintain General Liability Insurance sufficient to meet the requirements in clause 16 as applicable.
47. **CASH ALLOWANCES**
48. For materials or Work that is known to definitely be required, but which cannot be specified with adequate detail to permit accurate pricing by the Contractor at the time of the bid call. Such materials or Work are describable in general terms and their cost can be estimated. This estimated cost is the specified amount of the cash allowance. When more information subsequently becomes available to permit the materials or Work to be more accurately priced, ASHC approves expenditure of the cash allowance amount. A cash allowance *excludes* any amounts for the Contractor's overhead and profit on the cash allowance item, which the Contractor is required to carry separately in the Contract Price.
49. Include specified cash allowances, and all costs associated with each cash allowance, in the Contract Price. Ensure that each allowance and its associated costs are included only once in the Contract Price.
50. **REGULATORY REQUIREMENTS**
51. Contractor shall comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of the Contract.
52. Contractor shall apply and pay for necessary permits or licenses required for execution of Work, except obtaining permanent easements or rights of servitude. As the Contract Price is a stipulated price, ASHC is not responsible for the reimbursement of any costs for the permits or licenses, etc.
53. Contractor shall comply with *the Occupational Health and Safety Act* (Alberta) and regulations issued pursuant thereto.
54. When the *Workers’ Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the ASHC, deliver to ASHC a certificate from the Workers’ Compensation Board showing that the Contractor is registered and in good standing with the Board.
55. **DEFECTIVE WORK**
56. 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.
57. 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.
58. **CONTRACT TIME**
59. 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.
60. **MATERIALS AND EQUIPMENT**
61. 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.
62. **PRODUCT OPTIONS AND SUBSTITUTIONS**
63. For products specified by non-proprietary specification, select any product which meets requirements of Contract Documents, by any manufacturer.
64. 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.
65. 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
66. In making a substitution, Contractor represents that:
67. Contractor has investigated the substitute product and/or manufacturer and has determined that it meets the criteria specified in 22.3),
68. Contractor will make any changes to the Work necessitated by the substitution as required for the Work to be complete in all respects, and
69. Contractor waives any claim for additional costs and time caused by substitution which may subsequently become apparent.
70. **WARRANTY**
	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 therefrom which appear within such periods.***
71. **CHANGES IN THE WORK**
72. ASHC may order changes in the Work by means of a written change order, subject to an agreement between ASHC and the Contractor on an adjustment to contract price or time, if any. Contractor shall not proceed with any change in the Work without a written approval of the change order.
73. ASHC’s Representative will instruct the Contractor on how to follow ASHC’s change order/amendment processes and complete proper documents to obtain approval from ASHC’s signing authority.
74. Contractor may be requested to provide a minimum of three quotes from any sub trade(s) who are completing the Work on behalf of the Contractor.
75. **VALUATION OF CHANGES ON STIPULATED PRICE WORK**
76. 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.
77. 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:
78. 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.
79. for Work performed by Subcontractors:
80. 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
81. Contractor shall be entitled to 5% of Subcontractors' total.
82. for Work performed by Sub-subcontractors:
83. 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,
84. subcontractor shall be entitled to 5% of Sub subcontractors' total, and
85. Contractor shall be entitled to 5% of above total.
86. If a change results in a decrease in cost, amount of credit to be given to ASHC shall be amount of actual decrease, without overhead and profit
87. If a change involves both extras and credits and results in an increase in cost, overhead and profit shall be allowed on increase only.
88. **VALUATION OF CHANGES ON UNIT PRICE WORK**
89. 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.
90. 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 25.2).
91. **PAYMENT**
92. ***All Payment requests must have* Contract** ***Reference number, Project Title and Project Address for payment.***
93. ***ASHC shall make one lump sum payment, with no holdback, provided that:***
	1. Work has been completed, deficiencies have been corrected, and Work has been accepted by ASHC,
	2. Contractor has submitted one invoice the total amount of which equals the Contract Price,
	3. Contractor has submitted a letter of clearance from the Workers' Compensation Board,
	4. any third party claims received by ASHC have been resolved, or addressed and a course of action agreed to.
94. ***Alternatively, if Contract Time exceeds one month, invoices may, at Contractor's option, be submitted monthly, subject to the following conditions:***
	1. amount invoiced shall be for value of Work performed at that date.
	2. amount payable by ASHC shall be amount invoiced, adjusted by ASHC if necessary*,* ***less 10% holdback.***
	3. Contractor shall submit with invoices, and as a condition of holdback release, ASHC’s Statutory Declarations for Payment Distribution attached in the package.
	4. release of holdback shall be subject to all conditions specified under 27.2).
95. ***All invoices shall exclude GST.***
96. ***Subsequent the first payment, ASHC’s Statutory Declarations for Payment Distribution (attached to this Bid/Contract Package) must be included with each invoice sent to ASHC. The Statutory Declarations for Payment Distribution must be dated the same date or after the latest invoice submitted.***
97. *Certificate of Insurance:* Insurance policy should cover the period from the sign off date of the Contract to the date of total acceptance of the Work.
98. ASHC shall pay the Contractor within 30 days of receipt of an invoice provided all requirements have been met.
99. **CLAIMS**
100. If the Contractor intends to claim any additional payment, the Contractor shall give notice of its intention to ASHC as soon as possible and not later than 7 business days after the event giving rise to the claim first arises or the Contractor first becomes aware of such event.
101. The parties shall make bona fide efforts to resolve a claim as soon as possible after receipt thereof. When 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 29.
102. **DISPUTES**
	1. The following expressions have the following meanings:

 **“Dispute”** means any disagreement, failure to agree or other dispute in respect of the application or interpretation of any provision of the Agreement.

 **“Dispute Notice”** means a notice from one party to the other party providing details of a Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute.

2) Any dispute will be resolved in accordance with the Dispute Resolution Procedure set out herein, which procedure shall be followed in the order set out below:

1. the Dispute Resolution Procedure shall be started by delivery of a Dispute Notice by one party to the other;
2. the parties shall attempt to resolve the Dispute by a Settlement Meeting under 29.3;
3. if the Settlement Meeting does not result in resolution of the Dispute, either party may refer the Dispute to a court.

Within 21 days of a party becoming aware of the basis for a potential Dispute, such party shall give the other party notice of the basis for a potential Dispute. Failure by such party to provide such notice in such manner shall not thereafter disqualify such party from providing a Dispute Notice, but the other party may in that event assert a claim for damages arising from such failure.

3) Settlement Meeting

I. In the event of a Dispute, which is not resolved in the normal course of business, either party may deliver a Dispute Notice to the other party. Within 30 days from the delivery of the Dispute Notice, officials designated by the ASHC and the Contractor will meet at a mutually acceptable time and place to attempt to resolve the Dispute (a **“Settlement Meeting”**). The parties through their representatives will make all reasonable efforts to resolve the Dispute. All negotiations held pursuant to 29.3 are to be held on a without prejudice basis and will not be used by either party as evidence at any other proceeding.

4) Court

I. If any Dispute is not resolved by agreement between the parties, after a Settlement Meeting either party may refer the Dispute to Court.

1. **LABOUR**
2. Unless otherwise specified, 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. The Contractor will not employ any unfit person or anyone not skilled in the Work assigned.
3. **RIGHT OF REVIEW**
4. The Contractor will permit ASHC, or anyone acting on ASHC’s behalf, to review, inspects and critiques the Contractor’s performance of the Work. ASHC may, at the completion of the Work, evaluate the Contractor’s performance of the Work. The results of the performance evaluation will be reviewed with the Contractor.
5. **Conflict of Interest**
6. 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.
7. 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 ASHC.
8. **Records to be Kept**
9. 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 required to be maintained by ASHC. 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 ASHC receive a request for any of these records, at the Contractors’ expense, to the FOIP representative and ASHC within 15 of business days from official notification by ASHC’s FOIP representative.
10. **Toxic and Hazardous Substances**
11. For the purpose of applicable legislation related to toxic and hazardous substances, ASHC shall be deemed to have control and management of the Place of the Work with respect to existing conditions.
12. Prior to the Contractor commencing the Work, ASHC shall,
13. take all reasonable steps to determine whether any toxic or hazardous substance are present at the place of Work
14. provide the Contractor with a written list of any such substance that are known to exist and their locations
15. ASHC 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
16. Unless the contract expressly provides otherwise, the ASHC 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.
17. If the Contractor:
18. encounters toxic or hazardous substances at the place of the Work, or
19. 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 ASHC or which were disclosed but have not been dealt with as required under paragraph 34.4 the Contractor shall;
20. 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
21. immediately report the circumstances to ASHC in writing.
22. **Work Site Safety- This Contractor is “Prime Contractor”**
23. The Contractor shall, for the purpose of the Occupational Health and Safety Act (Alberta), and for the duration of the Work of the Contract:
24. be the “prime contractor” for the “work site”, and
25. 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”.
26. demonstrate an approved Occupational Health and Safety Plan.
27. 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:
28. whether or not any contractual relationship exists between the Contractor and any of these entities, and
29. whether or not such entities have been specifically identified in this Contract.
30. ASHC 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 Contractor’s Work.
31. **Pre-Bid Meeting**
32. Apre-bid meeting will be held on [**day of week], [Month DD, YYYY] at [Time am or pm] Alberta Time at [Building Name], [address], [city/town], Alberta.**
33. Purpose is to :
34. provide bidders an opportunity to familiarize themselves with the Work
35. provide bidders an opportunity to familiarize themselves with the existing conditions
36. ASHC’s representative(s) will be present.
37. All prime contract and major subcontract Bidders are strongly advised to attend. Others are invited to attend.
38. No information provided by ASHC or any of its representatives at the pre-bid meeting shall be binding, unless such information is included in an Addendum.
39. All inquiries shall be emailed to the Inquires Contact email address in Section 3, Bid and Contract Form. Responses will be issued in an Addendum.
40. **STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN AGGRESSION IN THE UKRAINE**
	1. Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under the [*Special Economic Measures Act*](https://laws-lois.justice.gc.ca/eng/acts/S-14.5/index.html)*.* The Government of Canada has stated that the sanctions have been imposed “in order to respond to the gravity of Russia’s violation of the sovereignty and territorial integrity of Ukraine, and grave human rights violations that have been committed in Russia.”
	2. The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the Special Economic Measures Act impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.
	3. Consistent with the Regulations, ASHC reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the [Special Economic Measures (Russia) Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2014-58/FullText.html), the [Special Economic Measures (Belarus) Regulations](https://laws.justice.gc.ca/eng/regulations/SOR-2020-214/FullText.html), and the [Special Economic Measures (Ukraine) Regulations](https://laws-lois.justice.gc.ca/eng/regulations/sor-2014-60/FullText.html), as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a Contract with ASHC.
	4. Questions about these prohibitions can be directed to the email address in Section 3, Bid and Contract Form.
41. **BID AND CONTRACT SECURITY – BID, PERFORMANCE, LABOUR AND MATERIALS BONDS**

**[**Specify bid and contract security **when the estimated contract price is $250,000.00 or greater** and delete this note. **If the estimated contract price is less than $250,000.00**, delete Section 38 in its entirety.

**BID BOND**

1) Provide bid security in the form of a bid bond in an amount not less than 10% of the Contract Price.

2) **Bids not accompanied by a bid bond as bid security will be rejected as non-compliant.**

3) Bid bonds shall be in accordance with the Canadian Construction Documents Committee (CCDC) Standard Form of Bid Bond, CCDC Document No. 220.

4) Consign bid bond to “Alberta Social Housing Corporation”.

5) Bid bonds shall be **executed, sealed and dated** by both Bidder and a surety company authorized to transact business of suretyship in the Province of Alberta.

**PERFORMANCE BOND**

1) The Contractor shall provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.

2) Bond shall be in accordance with the Canadian Construction Documents Committee (CCDC) Standard Form of Performance Bond, CCDC Document No. 221.

3) Bond shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta.

4) Consign bond to "Alberta Social Housing Corporation”

5) Submit bond to ASHC within 15 days after date of bid acceptance notification.

**LABOUR & MATERIAL BOND**

1) The Contractor shall provide security for payment to claimants for labour and material used or reasonably required for use in the performance of the Contract. Such security shall be in the form of a Labour and Material Payment Bond for 50% of the Contract Price.

2) Bond shall be in accordance with the Canadian Construction Documents Committee (CCDC) Standard Form of Performance Bond, CCDC Document No. 222.

3) Bond shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta.

4) Consign bond to "Alberta Social Housing Corporation”.

5) Submit bond to ASHC within 15 days after date of bid acceptance notification.

6) Post a copy of the Labour and Material Payment Bond at the Place of the Work.

# Bid Submittal Checklist

Bid Submittal Checklist Instructions:

* + - * 1. It is the Bidders responsibility that all information requested is submitted with their bids. Alberta Social Housing Corporation is under no obligation to solicit information not provided by the Bidders.
				2. **Bids not meeting all mandatory requirements shall be considered non-compliant and rejected.**
				3. Provide copies of the following documents:

**[NOTE: Do not modify the template below. If items are not applicable, enter “Not Applicable”. Delete this note]**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Submitted with Bid** |
| 1. | Bid and Contract Form signed by authorized representative, and signed by a witness **(Mandatory)**  |  |
| 2. | Schedule A signed by authorized representative (**Mandatory**) |  |
| 3. | OH&S Safety Plan or Certificate of Recognition (COR) (**Mandatory**) |  |
| 4. | Draft construction schedule [weeks] from date of contract award |  |
| 5. | Bid Bond (**Mandatory**, *if applicable*) |  |
| 6. | Certificate of Insurance as outlines in Section 16 of the Instruction to Bidders and General Conditions of Contract | Submit within 15 days of the bid acceptance notification |
| 7. | Performance Bond and Labour & Material Bond as outlines in Section 38 of the Instruction to Bidders and General Conditions of Contract | Submit within 15 days of the bid acceptance notification **(if applicable)** |

# Statutory Declaration of Payment Distribution

|  |  |  |
| --- | --- | --- |
| To be made by the Contractor prior to payment when required as a condition for either:[ ]  Second and subsequent progress payments; or[ ]  Release of holdback |  |  |
| Contract Reference Number: |
|  | 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 to 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. |
| Signature of Declarant | ***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.*** |
| **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 |
| Name (please print) | ***Any changes or corrections on this Statutory Declaration must be initialed by the person before whom the declaration is made.***  |

# GST Exemption Letter

