

CONTRACT FORMS

1. CONTRACT

1.1 AGREEMENT

THIS Agreement made as of this _____ day of _____, 20____, by and between His Majesty the King, in right of Alberta, as represented by the Minister of Transportation and Economic Corridors (hereinafter called "the Department") of the first part and **<Contractor Name>** of the City of **<City Name>** in the Province of **<Province Name>** (hereinafter called "the Contractor") of the second part.

The Minister and the Contractor agree as follows:

- 1.1.1 Contract means this written agreement and subsequent amendments made in accordance with the provisions of the Contract, the General Specifications and Specification Amendments for Highway and Bridge Construction, Edition 16, 2019 (hereinafter called the "General Specifications and Specification Amendments for Highway and Bridge Construction" or "General Specifications"), the Tender Forms, all addenda issued related to this Tender, Contract Forms, Plans and Specifications required to complete the Project and the contract documents listed in Section 1.2 of this written agreement.
- 1.1.2 The Plans, Specifications, Work, and Project referred to above are defined in the Definitions portion of the General Specifications and Specification Amendments for Highway and Bridge Construction.
- 1.1.3 The Contractor shall perform the Work required by the Contract for:

<CONTRACT TITLE>

in strict accordance with the Plans and Specifications and to deliver the Work, complete and fully finished in every particular to the Minister on or before **<Completion Date>**.

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1.2 CONTRACT DOCUMENTS

The Contractor must, as conditions precedent to this Contract, deliver to the Department within fourteen (14) calendar days after the Contract is received, and the Contract is received when opened if delivered by e-mail, or when delivered if using any other means:

1.2.1 Security, to the satisfaction of the Department, set out in General Specification 1.2.3, Security;

1.2.2 Evidence, to the satisfaction of the Department, of compliance with insurance requirements set out in General Specification 1.2.4, Insurance;

failing which, this Contract shall not come into effect and shall not create legal obligations.

The Contract also includes all of the documents listed below when submitted by the Contractor:

- Release of holdback bond
- Irrevocable letter of credit when used in lieu of holdback
- Irrevocable letter of credit when used as security for interim payment for producing and stockpiling crushed aggregate
- Statutory declaration
- Forms for Location of Contractor's Choice of Gravel Material Sources & Proposed Haul Routes and/or
- Contractor's option to Participate with the Diesel Fuel Cost Adjustment
- Insurance
- Security

Samples of Contract forms are available on-line on the Department's web site at:
<https://www.alberta.ca/construction-contract-templates.aspx>

1.3 PAYMENT

The Minister shall make payments in Canadian funds to the Contractor for the actual Work completed including materials in place at the unit prices stated in the Contractor's Tender Forms and in accordance with the payment conditions and other applicable provisions of the Contract.

1.4 COMPLIANCE

The Contractor shall comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Work.

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1.5 GENERAL TERMS

- 1.5.1 Time is of the essence of this Contract.
- 1.5.2 This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- 1.5.3 Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- 1.5.4 The rights and remedies of the Minister under this Contract are cumulative and any one or more may be exercised.
- 1.5.5 The Parties may amend this Contract only by mutual written agreement signed by the parties.
- 1.5.6 This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- 1.5.7 This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 1.5.8 The headings in this Contract are inserted for convenience or reference only and shall not affect the meaning or construction of this Contract.
- 1.5.9 In this Contract words in the singular include the plural and words in the plural include the singular.
- 1.5.10 This Contract may be executed by the parties in counterparts, and may be delivered by e-mail in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed an original and all which taken together shall constitute one and the same agreement.

1.6 ADDRESSES OF PARTIES

- 1.6.1 Notices or communications required or desired to be given pursuant to this Contract may be given to the Minister by delivery to or by mail or e-mail addressed:

Name: _____

Title: _____

Phone: _____

E-mail: _____

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1.6.2 Notices or communications required or desired to be given pursuant to this Contract may be given to the Contractor by delivery to or by mail or e-mail addressed:

Name: _____

Title: _____

Phone: _____

E-mail: _____

1.6.3 Either party may change its address by advising the other party in writing. Proof of the giving of any notice not sent by registered mail shall be on the party giving the same. Notices mailed shall be deemed to have been given at the time they would be delivered in the ordinary course of mailing.

The Contractor and Minister, as set out below, have signed this Agreement.

HIS MAJESTY THE KING IN RIGHT OF
ALBERTA, as represented by the Minister
of Transportation and Economic Corridors

CONTRACTOR NAME

Per:

Per:

Signature

Signature

Jennifer Smid

Print Name

Print Name

Director, Procurement Strategy and
Planning

Title

Title

Date

Date

Editing note: This should be deleted from the final document.

Insert Contractor Name as follows, based on type of entity:

Corporation: enter FULL NAME OF CORPORATION SIGNING THE CONTRACT

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Partnership: enter _____, BY ITS PARTNER, _____
(note: In some instances, you may want all of the partners to sign the contract, meaning you'd need to add signature lines. As part of the process, you will want to verify that the partnership is registered in Alberta.)

Limited Partnership: enter _____ [INSERT PARTNERSHIP NAME, USUALLY FOLLOWED BY 'LP'], A LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, _____ [INSERT NAME OF GENERAL PARTNER, USUALLY A COMPANY]

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1.7 RELEASE OF HOLDBACK BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS THAT

His Majesty the King in right of Alberta as represented by the Minister of Transportation and Economic Corridors, hereinafter referred to as "the Obligee", has entered into a written contract dated the

_____ day of _____, 20____ with hereinafter referred to as the "Principal". The said contract is known as the Contract Number _____ for:

CONTRACT DESCRIPTION

and is hereinafter referred to as the "Contract".

AND THAT the _____, a Corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of Alberta and hereinafter called the "Surety" is, together with the Principal, held and firmly bound unto the Obligee according to the requirements of General Specification 1.2.3 of the Contract.

WHEREAS the Obligee requires the retention by the Obligee of holdback, as specified in the contract, and WHEREAS the Principal desires to satisfy the said holdback requirements by means other than the accumulation of holdback funds.

By this Release of Holdback Bond, the Surety and the principal do hereby consent to its use and the Surety hereby undertakes to:

Pay the Obligee any sum or sums claimed by the Obligee up to and including the sum of _____ dollars (\$_____) lawful money of Canada, being _____ percent of the tendered value of the Contract upon receipt of the Obligee's written demand or demands sent by registered mail or facsimile transmission to the Surety at:

Without enquiring whether the Obligee has a right between itself and the Principal to make such demands. Such payment to be made within five calendar days of the receipt of the said demand by the Surety

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The giving of the within consent by the Surety to use of this Release of Holdback Bond or the making of any payment by the Surety to the Obligee shall not release in any way whatsoever the liability of the Principal or the Surety or either or both of them under the Contract or any amendment thereto, or under any other bonds relating to the Contract or any amendment thereto, and nothing herein contained shall affect or prejudice the rights of the Obligee now existing or which may hereafter arise against the Principal or Surety or either or both of them either under the Contract or any amendments to the said Contract, or under the said bonds or any amendment to the said bonds, and all rights of the Obligee under the said Contract and bonds are hereby reserved.

This Release of Holdback Bond shall remain in full force and effect from the inception date of the Contract and up to and including six months beyond the Contract completion date as evidenced by the letter of acceptance of Contract completion furnished by the Obligee. This Bond may be renewed at such time and for such period of time as the Obligee may require.

The Surety shall not be liable for a greater sum than the amount specified in this Release of Holdback Bond. No right of action shall accrue on the Release of Holdback Bond to or for the use of any person or corporation other than the Obligee or the heirs, executors, administrators, or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this _____ day of _____, 20_____.



Principal

SIGNED, SEALED AND DELIVERED

Seal

in the presence of:

Surety

Attorney-in-fact

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1.8 **SAMPLE FORM OF IRREVOCABLE LETTER OF CREDIT WHEN USED IN LIEU OF
HOLDBACK**

To: His Majesty the King in right of Alberta as represented by the Minister of
Transportation and Economic Corridors (hereinafter called "the Minister").

WHEREAS: The Minister has agreed to enter into Contract # _____ with
_____ (Hereinafter called the "Company") dated
_____ in the gross amount of
\$ _____ and the Company desires to satisfy holdback
requirements specified in the Contract by means other than deduction from progress
payments and:

The Minister desires to secure such holdback funds as are specified in the Contract:

_____ (hereinafter called the "Bank") hereby
establishes in your favour an Irrevocable Letter of Credit No.
_____ for the account of

_____ for an amount or amounts not
exceeding in the aggregate _____ Dollars (\$ _____).

Claims hereunder must be made in writing to this office accompanied by your signed and
endorsed sight draft on (Name of Bank), _____ (Branch) and must contain the reference
"Letter of Credit # _____ dated
_____".

We hereby undertake that such drafts will be duly honoured on presentation, without enquiring
whether you have a right between yourselves and the Company to make such presentation and
without recognizing any claim of the Company provided that the terms and conditions of this
Credit are complied with.

It is understood the Bank is obligated under this Credit for the payment of monies only.

The expiry date for presentation of any claims at our counters is
_____ and the Bank's liability will be extinguished for any
claims thereafter.

Except as otherwise stated therein, this Credit is subject to the Uniform Customs and Practice for
Documentary Credits (2007 Revision), International Chamber of Commerce, Publication 600.

Yours truly,

**IF PRESENTED FOR PAYMENT, THE
CHEQUE OR DRAFT WILL BE
PAYABLE TO THE GOVERNMENT OF
ALBERTA**

SIGNATURE (Manager)

SIGNATURE (Witness)

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1.9 SAMPLE FORM OF IRREVOCABLE LETTER OF CREDIT WHEN USED AS SECURITY FOR INTERIM PAYMENT FOR PRODUCING AND STOCKPILING CRUSHED AGGREGATE

To: His Majesty the King in right of Alberta as represented by the Minister of Transportation and Economic Corridors (hereinafter called "the Minister")

WHEREAS: The Minister has agreed to accept the tender of

(Hereinafter called the "Company") for Contract
_____ in the gross amount of \$ _____
and the Company desires to satisfy security requirements for interim payment for producing and stockpiling crushed aggregate specified in the Contract by means other than Surety's consent and:

The Minister desires to secure such security as specified in the Contract:

(hereinafter called the "Bank") hereby
establishes in your favour an Irrevocable Letter of Credit _____
No. _____ dated _____
_____ for the account of
_____ for an amount or amounts not exceeding in the
aggregate _____
Dollars (\$ _____).

Claims hereunder must be made in writing to this office accompanied by your signed and endorsed sight draft on _____ (Name of Bank), _____ (Branch) and must contain the reference "Letter of Credit # _____ dated _____".

We hereby undertake that such drafts will be duly honoured on presentation, without enquiring whether you have a right between yourselves and the Company to make such presentation and without recognizing any claim of the Company provided that the terms and conditions of this Credit are complied with.

It is understood the Bank is obligated under this Credit for the payment of monies only.

The expiry date for presentation of any claims at our counters is _____ and the Bank's liability will be extinguished for any claims thereafter.

Except as otherwise stated therein, this Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication 600.

Yours truly,

**IF PRESENTED FOR PAYMENT, THE
CHEQUE OR DRAFT WILL BE
PAYABLE TO THE
GOVERNMENT OF ALBERTA**

SIGNATURE (Manager)

SIGNATURE (Witness)

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1.10 SAMPLE FORM OF STATUTORY DECLARATION

PROJECT: _____

STATUTORY DECLARATION

CANADA

IN THE MATTER OF a Contract bearing No.

PROVINCE OF ALBERTA

Between His Majesty the King in right of the Province of
Alberta as represented by the Minister of Transportation
and Economic Corridors and

(hereinafter referred to as the "Contractor")

TO WIT:

I, _____ of the _____
of _____ in the Province of _____, do solemnly declare:

1. That I am an officer of the Contractor holding the office of _____ and
as such have personal knowledge of this Contract and of the facts and matters stated herein.
2. That the Contractor has discharged every obligation under this Agreement, excluding the payment of the sums
listed under "Exceptions".
3. That the Contractor has made full payment to all creditors for all labour, equipment, materials and services
used in the performance of this Contract and any related subcontract, including full payment to all
subcontractors and the Workers' Compensation Board, excluding payment of the sums listed under
"Exceptions".
4. That there are no outstanding amounts or holdbacks retained from any subcontractor or creditor, with the
exception of the names and amounts shown below. If there are no exceptions, this will be so indicated below.

EXCEPTIONS:

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

Declared before me at the _____ of
_____ in the Province of Alberta,
this _____ day of _____, 20__.

Signature of Declarant

A Commissioner of Oaths in and for the Province of Alberta

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**1.11 CONTRACTOR'S OPTION TO PARTICIPATE WITH DIESEL FUEL COST
ADJUSTMENT**

In accordance with Specification Amendment AMC_C230, Diesel Fuel Cost Adjustment, the Contractor has the option to participate or opt-out of the Department's diesel fuel cost adjustment process for this project. The Contractor's decision to participate or opt-out will apply to the entire Work and no consideration will be given to diesel fuel cost adjustments for individual components of the Work.

If the Contractor wishes to opt-out of the Department's diesel fuel cost adjustment process, the Contractor shall state their intent in writing to the Department prior to execution of the Contract.

If the Contractor does not state his intent in writing to the Department prior to execution of the Contract, the Department will deem that the Contractor's intent was to participate in the diesel fuel cost adjustment process and no further changes will be considered.

The Contractor will not be permitted to either opt-in or opt-out of the diesel fuel cost adjustment process after the execution of the Contract.

For this project, the Contractor elects to opt-out of the Department's diesel fuel cost adjustment process:

(Note: The Contractor shall mark the above box with "x" if he elects to opt-out of the Department's diesel fuel cost adjustment process)

Contractor's Name (Company Name)

Authorized Signature

Signature Printed

Date

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1.12 LOCATION OF CONTRACTOR'S CHOICE OF GRAVEL MATERIAL SOURCES & PROPOSED HAUL ROUTES

The Contractor shall supply a copy of the Land Title search for titled land or a copy of the Public Land Standing for crown land with this completed form unless the gravel material source is a Department source specified in the Contract.

GRAVEL MATERIAL SOURCE(S)

1/4 SECTION	SECTION	TOWNSHIP	RANGE	W. OF MERIDIAN

OTHER DESCRIPTION

Supplier's name (where applicable) _____

Address _____

DESCRIPTION OF HAUL ROUTE(S) FROM SOURCE(S) TO PROJECT

Note: This information is for statistical purposes only and acceptance of the tender does not imply approval of the route(s) or material source(s)

Contractor's Signature

Date