

Tender No. []

**AGREEMENT BETWEEN HER MAJESTY THE QUEEN
AND CONTRACTOR**

This Agreement made on theday of

.....

between

Her Majesty the Queen, represented by the Minister of Alberta
Transportation

hereinafter called the "Minister"

and

.....
name of Contractor

.....
address

.....

.....

.....

.....
hereinafter called the "Contractor"

witnesses: that the parties agree as follows:

1. THE WORK

The Contractor shall perform the Work required by
the Contract Documents for:

.....
title of the Work and the Project

.....

.....

.....

.....

.....

and do and fulfill everything required by this Agreement.

2. CONTRACT DOCUMENTS

The Contract Documents referred to in clause 1 of this Agreement shall be as defined in the Contract Documents. Terms used in the Contract Documents which are defined in the Definitions and Interpretation section shall have the meanings designated therein.

3. CONTRACT TIME

The Contractor shall attain Substantial Performance of the Work by the following date:

..... day of20___

and shall attain Total Performance of the work as provided for in the Contract Documents.

4. CONTRACT PRICE

The Contract Price is

.....

.....dollars

(\$.....) in Canadian funds.

5. FEDERAL GOODS AND SERVICES TAX

The Minister certifies that the purchaser of the goods and services provided under the Contract is the Government of Alberta or a listed tax-free Government of Alberta agency, and is therefore not subject to the federal Goods and Services Tax. Monies payable by the Minister to the Contractor under the Contract shall be exclusive of such tax.

6. PAYMENT

The Minister shall make payment in Canadian funds to the Contractor on account of the Contract Price in accordance with the Payment Conditions and other applicable provisions of the Contract Documents.

7. RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Minister or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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8. LANGUAGE AND LAW OF THE CONTRACT

The language of the Contract is English and the Contract shall be construed and interpreted accordingly. The law prevailing in the Province of Alberta, Canada shall govern the interpretation of the Contract.

9. SUCCESSION

The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

10. NOTICES

Notices to be given under the Contract shall be addressed to the parties as follows:

The Minister and the Minister's Representative at:

Alberta Transportation
Director, Water Management
Major Capital Project Branch
Second Floor, Twin Atria Building
4999 – 98 Avenue
Edmonton, Alberta
T6B 2X3

The Contractor at:

.....
name

.....
address

Telephone:

Email Address:

In witness whereof the parties hereto have executed this Agreement under their respective seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

CONTRACTOR

.....
company name

.....
signature of authorized signing officer

.....
name and title of officer

.....
signature of authorized signing officer

.....
name and title of officer

.....
signature of witness

.....
name and title of witness

MINISTER OR MINISTER'S AUTHORIZED REPRESENTATIVE

.....
signature

.....
name and title

.....
provincial seal

.....
signature of witness

.....
name and title of witness

END OF SECTION