

CONTRACT FORMS

1. CONTRACT FORMS**1.1 CONTRACT**

THIS Agreement made and concluded in duplicate as of this _____ day of _____, 20____, between Her Majesty the Queen, in right of Alberta, as represented by the Minister of Transportation (hereinafter called "the Minister") 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.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of the Minister, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the Minister to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

<CONTRACT TITLE>

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to the Minister on or before **<Completion Date>**.

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IT is mutually agreed that the attached tender or proposal and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said Minister that all just claims for labour and materials and for damages in connection with the work have been paid, the said Minister covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or tender.

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

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:

Contractor

SIGNED AND SEALED FOR HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION:

Executive Director,
Program Management Branch

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1.2 RELEASE OF HOLDBACK BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS THAT

Her Majesty the Queen in right of Alberta as represented by the Minister of Transportation, 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 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 1.2.9 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 Oblige... 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 Oblige... 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 Oblige... 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 Oblige... Bond may be renewed at such time and for such period of time as the Oblige... 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 Oblige... or successors of the Oblige...

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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1.3 SAMPLE FORM OF IRREVOCABLE LETTER OF CREDIT WHEN USED IN LIEU OF HOLDBACK

To: Her Majesty the Queen in right of Alberta as represented by the Minister of Transportation (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 MINISTER OF FINANCE

SIGNATURE (Manager)

SIGNATURE (Witness)

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

To: Her Majesty the Queen in right of Alberta as represented by the Minister of Transportation (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
MINISTER OF FINANCE**

SIGNATURE (Manager)

SIGNATURE (Witness)

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1.5 SAMPLE FORM OF STATUTORY DECLARATION

CANADA
PROVINCE OF
ALBERTA

IN THE MATTER OF a Contract bearing No. _____ between
Her Majesty the Queen in right of Alberta as represented by the
M i n i s t e r o f T r a n s p o r t a t i o n a n d

(hereinafter referred to as the "Contractor").

TO WIT:

I, _____ of the
_____ of _____ in the
Province of Alberta, 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 Contract, 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 _____

Signature of Declarant

at _____

this _____ day of _____ 20_____

A Commissioner for Oaths in and for the
Province of Alberta

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1.6 CONTRACTOR'S OPTION TO PARTICIPATE WITH DIESEL FUEL COST ADJUSTMENT

In accordance with the Supplemental General Specification 1.2.55.5, 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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1.7 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

