

GOVERNMENT OF ALBERTA

ALBERTA TRANSPORTATION

WATER FOR LIFE

AGREEMENT FOR THE

(PROJECT NAME)

MEMORANDUM OF AGREEMENT MADE THIS ____ DAY OF _____ A.D., 20__

HER MAJESTY THE QUEEN, in right of the Province of Alberta
herein represented by the Minister of Transportation
(hereinafter referred to as the "Province")

OF THE FIRST PART

- and -

(MUNICIPALITY)

in the Province of Alberta (hereinafter referred to as the "Municipality")

OF THE SECOND PART

WHEREAS, the Province desires to transfer funds to the Municipality in accordance with the terms of the Water for Life grant program; and

WHEREAS, under the provisions of the Transportation Grants Regulation, being Alberta Regulation 79/2003, the Minister is authorized to make grants and to enter into an agreement with respect to any matter relating to the payment of a grant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Minister paying to the Municipality the financial assistance and performing the obligations provided in the Agreement, the Municipality, while this Agreement is in effect, will undertake its obligations in accordance with the provisions stated in this Agreement, and the parties agree as follows:

1. The Municipality hereby agrees:
 - (a) to finance the entire cost of the project,
 - (b) to undertake to acquire all necessary permits, licenses, authorities, property easements and lands required to allow the implementation of the Project,
 - (c) to retain competent engineering expertise as required to meet the design and construction standards acceptable to the Province,
 - (d) that when undertaking the construction on a Contract basis, the Municipality shall invite tenders; and where the Municipality recommends that any tender other than the low tender be accepted, the Municipality shall submit to the Province for its written approval its recommendation respecting such awarding, together with details of all tenders received; and
 - (e) that when undertaking the construction on a Day Labour basis; rates for equipment rental shall not exceed the Alberta Roadbuilders and Heavy Construction Association "Equipment Rental Rates Guide" currently in effect at the time the work is undertaken.
 - (f) to construct the Project at its sole risk in a proper and workmanlike manner, complete in all respects in accordance with the plans and specifications for the Project and pay all costs and expenses relating thereto,

- (g) to assume all liability for all damages of any nature whatsoever caused by the Municipality, its servants, workmen, or agents, in the construction, use, operation, maintenance, repair and replacement of the Project, or any part thereof, and will indemnify and save harmless the Minister in respect of all claims or demands or actions of whatever kind and nature that may be made against the Minister or his employees, workmen, or agents by reason of the financial assistance given to the Municipality for the construction of the Project under this Agreement,
- (h) to invest all funds (in excess of current expenditures) advanced from this grant, or received from the Alberta Capital Finance Authority with respect to the Project. The interest earned therefrom shall be applied to reduce the costs of the Project,
- (i) to provide to the Minister, copies, certified in a manner satisfactory to the Minister, of any documents that the Minister may deem necessary for the purpose of this Agreement, including quarterly cash flow estimates, indicating expenditures to date and projected final project costs at completion,
- (j) to submit a statement of costs incurred and revenues received with respect to the Project, and attest in writing that the expenditures and revenues so submitted for the Project are reasonable, are attributable to the Project, and that the accounting of the same has been performed in a manner that complies with the intent and meaning of this Agreement,
- (k) to submit progress reports to the Province on a regular basis and to submit to the Province for its written approval any costs incurred above those listed in Schedule "A" for which the municipality is requesting funding, before such costs are incurred,

- (l) to allow the Province or its agents access to the Project site, any engineering drawings or documents, any books of accounts relating to expenditures claimed under this Agreement, and other such project-related documents as deemed necessary by the Province in performing an audit of the Project,
- (m) to maintain the completed works at the municipality's own expense,
- (n) to repay to the Province all grant funds provided to the municipality should the project not be completed and operational to the standards proposed in the original application.

2. The Province agrees:

- (a) to contribute to the Municipality an amount as listed in Schedule "A", under the terms of the Alberta Municipal Water/Wastewater Partnership,
- (b) to issue payments as outlined in Schedule "B" attached, subject to receipt of quarterly reporting requirements.

3. The parties agree that their respective contributions toward the project are for the work comprising of the _____ project.

4. The parties hereto agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candor, from time to time, any modification or alteration thereof, that may be rendered necessary by changing conditions.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

SIGNED, SEALED, AND DELIVERED

by the Province, in the presence of:

Witness

Regional Director
Alberta Transportation

SIGNED, SEALED, AND DELIVERED

by the Municipality, **MUNICIPALITY**, in the presence of:

Witness

Mayor

SCHEDULE "A"

SCHEDULE "B"