

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use when a stipulated price forms the
basis of payment and to be used only
with the General Conditions of the Contract**

THIS AGREEMENT made on the _____ day of _____ in the year two thousand and _____.

BY AND BETWEEN

hereinafter called the "Owner"

AND

hereinafter called the "Contractor"

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform all the Work required by the Contract Documents for _____ (See Tender Form for Description) which have been signed in triplicate by both the parties,
- (b) do and fulfil everything indicated by this Agreement, and
- (c) commence the Work by the _____ day of _____, 20__ and substantially perform the Work of this Contract as certified by the Engineer/Architect by the _____ day of _____ 20__.
- (d) The "Engineer/Architect" is the person designated as such from time to time

by the Owner.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1: (SEE TABLE OF CONTENTS FOR LIST OF DOCUMENTS AND DRAWINGS). **See Attached**

ARTICLE A-3 CONTRACT PRICE

THE CONTRACT PRICE IS \$

_____ **(HST INCLUDED)** Canadian funds which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
 - (1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Engineer/Architect; and
 - (2) upon Substantial Performance of the work as certified by the Engineer/Architect pay to the contractor any unpaid balance of holdback monies then due; and
 - (3) upon Total Performance of the Work as certified by the Engineer/Architect pay to the contractor any unpaid balance of the Contract Price then due.

- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by a court, interest at the

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rate and in the manner specified in GC21-Certificates and Payments, shall become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Engineer/Architect shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

The Owner at:

The Contractor at:

The Engineer/Architect at:

ARTICLE A-6 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all 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 assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER:

CONTRACTOR

**signed
signed**

name and title

name and title

date

signed / witnessed

name and title

AGREEMENT

date

N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.