

AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a unit price forms  
the basis of payment and to be used only  
with the General Conditions of the Contract.

THIS AGREEMENT made in duplicate 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  
\_\_\_\_\_ (insert here the  
title of the Work and the Project) which have been signed in duplicate by both the parties.
- (b) do and fulfill 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:

*Insert here, attaching additional pages if required, a list identifying all Contract Documents including: Drawings, giving drawing number, title, date, revision date or mark, and Specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks if any. Clearly identify any modifications to the Contract Documents.*

## ARTICLE A-3 CONTRACT PRICE

The Owner shall pay to the contractor in lawful money of Canada for the performance of the contract, the amounts determined for each of the items of work completed at the unit price stated in the unit price table, subject to the adjustments provided herein and in the General conditions of the contract. The quantities contained in the unit price table are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract.

The Contract Price is \_\_\_\_\_  
\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_ ) in 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, in accordance with prescribed regulations 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 rate and in the manner specified in GC 21-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 telegram addressed as follows:

The Owner at \_\_\_\_\_  
*street and number and postal box number if applicable*

\_\_\_\_\_  
*post office or district, province, postal code*

The Contractor at \_\_\_\_\_  
*street and number and postal box number if applicable*

\_\_\_\_\_  
*post office or district, province, postal code*

The Engineer/Architect at \_\_\_\_\_  
*street and number and postal box number if applicable*

\_\_\_\_\_  
*post office or district, province, postal code*

## 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 thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

in the presence of:

OWNER

CONTRACTOR

\_\_\_\_\_  
*name*

\_\_\_\_\_  
*name*

\_\_\_\_\_  
*signed*

\_\_\_\_\_  
*signed*

\_\_\_\_\_  
*name and title*

\_\_\_\_\_  
*name and title*

\_\_\_\_\_  
*signed*

\_\_\_\_\_  
*signed*

\_\_\_\_\_  
*name and title*

\_\_\_\_\_  
*name and title*

*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.*