

PROFESSIONAL SERVICES AGREEMENT (Construction)

PROFESSIONAL SERVICES AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: V1 (*name of natural person*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*);

OR

V2 (*corporate name*), duly attests that it is a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number (.....) in accordance with the Act (*name of the statute respecting the legal publicity of enterprises under which the corporation is registered*);

OR

V3 (*corporate name*), duly attests that it is a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its head of registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number (.....) in accordance with the Act (*name of the statute respecting the legal publicity of enterprises under which the corporation is registered*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, as he/she so declares;

OR

V4 (*corporate name*), duly attests that it is a legal person, duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number (.....) in accordance with the Act (*name of the statute respecting the legal publicity of enterprises under which the corporation is registered*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she

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so declares [or as indicated in the resolution of the sole director [OR board of directors]], Schedule A;

OR

V5 (*common business name*), [general partnership], **OR** [limited partnership represented by (*name of its general partner*), its general partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed under the [*Civil Code of Québec*] **OR** [any applicable general law] **OR** [any other applicable statute], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number (.....) in accordance with the Act (*name of the statute respecting the legal publicity of enterprises under which the corporation is registered*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [OR Board of Directors] of each participant in the collaboration] **OR** [as indicated in the resolution of the members of any other group of persons], Schedule A;

HEREINAFTER REFERRED TO AS “CLIENT”;

AND: (*identify party B*);

HEREINAFTER REFERRED TO AS “SERVICE PROVIDER”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”;

AND AS INTERVENOR:

..... (*identify surety*);

HEREINAFTER REFERRED TO AS THE “SURETY”.

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RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The CLIENT is engaged in the business of (describe business sector);
- (B) The SERVICE PROVIDER is engaged in the business of (describe business sector);
- (C) The CLIENT wishes to (describe services required);
- (D) The SERVICE PROVIDER agrees, on a non exclusive [OR exclusive] basis and in exchange for financial compensation, to provide the service on behalf of the CLIENT;
- (E) The PARTIES wish to record the terms of their agreement regarding such purpose in a private writing;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

V1 (Short Form) NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OR

V2 (Long Form) NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED IN THE AGREEMENT, THE PARTIES INTEND TO BE LEGALLY BOUND AND AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

V1 (Sole Agreement) Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement have the meaning indicated below:

OR

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V2 (Multiple Agreements) Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted or construed as follows:

0.01.01 Activities

means, regarding the CLIENT, (describe its principal business activities) and, regarding the SERVICE PROVIDER, (describe its principal business activities);

0.01.02 Agreed Budget

means the budget resulting from the budget estimate approved by the CLIENT according to the process described in Schedule 0.01.02 used as a baseline for control purposes and to monitor costs in subsequent phases;

0.01.03 Agreement

V1 (Short Form) means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05;

OR

V2 (Long Form) means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, generally refers to this agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.04 Best Efforts

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.05 Breach

means any misrepresentation, inaccuracy, error, omission as well as any non-compliance, infringement, failure or other contravention in respect of any representation, obligation or other provision of the Agreement leading to:

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- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance that (i) is inconsistent with any representation, obligation or other provision of the Agreement and (ii) causes harm to a Person;

0.01.06 Confidential Information

V1 (Short Form) means any information that, at the time of disclosure to the receiving PARTY, is identified as such by the disclosing PARTY;

OR

V2 (Long Form) means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY’s Activities, strategies or opportunities, Intellectual Property, as well as its suppliers, customers, financial situation or employees which, at the time of disclosure, is identified as confidential, is disclosed in confidence or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY prior to the date of its disclosure;
- (b) information known by the public or available to the public prior to the date of its disclosure;
- (c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the receiving PARTY;
- (d) information received at any time by a Person who is not bound to one of the PARTIES by a confidentiality undertaking with regard to that information;
- (e) information independently produced by the receiving PARTY;
- (f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

0.01.07 Consultation Services

V1 (Engineer or Architect) means any consultation, advice, expertise, estimate, evaluation, inspection, test or other service related to the compilation, analysis, evaluation and interpretation of data and information for the purpose of formulating any conclusions and

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