

# CONSTRUCTION AGREEMENT (Fixed Price)

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○ ○ ○ ○ ○

CONSTRUCTION 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

Table with 2 columns: OWNER, CONTRACTOR

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 THE “OWNER”;**

**AND:** ..... (*identify contractor*);

**HEREINAFTER REFERRED TO AS THE “CONTRACTOR”;**

**HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.**

**RECITALS**

THE PARTIES DECLARE AS FOLLOWS:

OWNER	CONTRACTOR

- (A) The OWNER is engaged in the business of ..... (describe business sector);
- (B) The CONTRACTOR is engaged in the business of ..... (describe business sector);
- (C) The OWNER wishes to ..... (describe construction work required and project) on the premises of ..... (name of place where project will be realized) located at ..... (address where project will be realized);
- (D) The CONTRACTOR agrees to execute the work for the OWNER on a non-exclusive [OR exclusive] basis and in exchange for financial compensation;
- (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**

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** **Agreement**

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;

OWNER	CONTRACTOR

**0.01.02 Attestation de Revenu Québec (ARQ)**

means any compliance certificate issued by Revenu Québec indicating that at the date of issue the Person identified therein has produced all declaration and reports that it was required to produced under all applicable tax Laws and that it does not have any outstanding account with Revenu Québec, such as where the recovery thereof was legally suspended or where Revenu Québec agreed to an arrangement to ensure payment and that it is not in default in this respect;

**0.01.03 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;

**0.01.04 Breach**

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

- (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;

**0.01.05 Change**

means any addition, removal or modification to the Work that does not fundamentally affect the scope of the Agreement, as recorded in the “Change Request,” a copy of which is attached hereto as Schedule 0.01.05;

**0.01.06 Conditional Acceptance Certificate**

means the document signed by the individual authorized for this purpose by the OWNER attesting to the conditional acceptance of the Work;

**0.01.07 Confidential Information**

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

OWNER	CONTRACTOR