



GOOD SAMARITAN VILLAGE BY THE STATION- 18 BED ADDITION

GOOD SAMARITAN CANADA
PROJECT No. ITT203-2022-006

SECTION 3.0
ARTICLES OF AGREEMENT
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ARTICLES OF AGREEMENT

THESE ARTICLES OF AGREEMENT made in duplicate, effective the _____ day of _____, 2022.

BETWEEN

GOOD SAMARITAN CANADA

situated at 8861 75 STREET NW in the City of EDMONTON
in the Province of ALBERTA hereinafter referred to as the "Owner"

OF THE FIRST PART

AND

situated at _____ in the City of _____
in the Province of British Columbia (hereinafter referred to as the "Contractor")

OF THE SECOND PART

In consideration of the covenants, agreements and conditions herein contained, the parties agree as follows:

ARTICLE A-1 THE WORK

1.1 The Contractor shall

.1 perform the Work required by the Contract Documents for

Village by the Station – 18 Bed Addition
(hereinafter referred to as the "Project")

located at | 270 Hastings Ave, Penticton, BC

October 2022



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which have been signed by the parties and for which

Meiklejohn Architectural Design Studio Inc.

is acting as and hereafter called the "Consultant" and

- .2 furnish Certificates of Insurance as required by the Contract Documents within five (5) Working Days of executing this Agreement.
- .3 commence the Work by the 5th day of December in the year 2022,
and subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 1st Day of October the year 2023.
- .4 warrant the Work for a period of twelve (12) months, unless otherwise specified, from the certified date of the Substantial Performance of this Contract.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the Contract Documents referred to in Article A-1 of the Agreement - THE WORK:
 - Instructions to Bidders
 - Tender Form
 - Articles of Agreement
 - General Conditions
 - General Requirements
 - Drawings and Specifications
 - Addenda and Appendices, if any



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ARTICLE A-4 CONTRACT PRICE

4.1 Total amount payable by the Owner to the Contractor for the construction of the Work is:

_____ Dollars
and _____ cents. \$ _____

4.2 All amounts are in Canadian funds.

4.3 These amounts shall be subject to adjustments as provided in the Contract Documents.

4.4 The following cash allowances are included in the Contract Price in accordance with the General Conditions:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
<hr/>	
Total:	\$

ARTICLE A-5 PAYMENT

5.1 Payment shall be in accordance with Part 5 of the General Conditions - PAYMENT.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest shall be calculated at three percent (3%) per annum above the prime lending rate of the principal banker to the Province and shall become due and payable until payment. Such interest shall be compounded monthly based on the bank rate in effect on the 15th day of each month and



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shall be calculated on the number of days since the last compounding of interest or, where no compounding has yet occurred, since the interest commencement date.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the amount of any claim settled pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.



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ARTICLE A-6 NOTICES

6.1 All communications in writing between the parties shall be deemed to have been received by the addressee if actually delivered into the possession of the individual or a member of the firm, or to an officer of the Owner as specified below. If sent by post and so addressed, such written communications shall be deemed to have been received five (5) Working Days after their posting. Any notice to be given during a strike, lockout or other labour disturbance at the Post Office shall not be mailed

6.2 For the purposes of the communications described in paragraph 6.1 of this Article A-6,

.1 the Contractor specifies the following address:

and

.2 the Owner specifies the following address:

The Good Samaritan Canada

8861 75 Street NW,

Edmonton, AB., T6C 4G8 ATTN: Sindy Thompson, Vice-President and CFO

and

.3 the Consultant specifies the following address:



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Meiklejohn Architectural Design Studio Inc.

104 – 259 Backstreet Boulevard

Penticton, B.C. V2A 0G4

ARTICLE A-7 SUCCESSION

- 7.1 The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties, and subject to the law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, or assigns.

ARTICLE A-8 LIST OF SUBCONTRACTORS AND SUPPLIERS

- 8.1 The Contractor agrees to subcontract the following parts of the Work to the Subcontractor or Own Forces listed for each part. The Owner may require the Contractor to demonstrate that the listed Subcontractors and Own Forces can perform the Work.

This provision shall not be construed in anyway as relieving the Contractor of full responsibility to the Owner for the acts and omissions of Subcontractors and persons directly or indirectly employed by them.

Part of the Work

Subcontractor's Legal Name

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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8.2 The Contractor agrees to contract the following parts of the Work to the Supplier listed for each part. The Owner may require the Contractor to demonstrate that the listed Suppliers can perform the Work.

This provision shall not be construed in anyway as relieving the Contractor of full responsibility to the Owner for the acts and omissions of Suppliers and persons directly or indirectly employed by them.

Part of the Work	Supplier's Legal Name



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ARTICLE A-9 EXECUTION

IN WITNESS WHEREOF the parties have set their respective hands and seals and where a party is a corporate entity the corporate seal of that company has been affixed in the presence of its duly authorized officers, effective the day and year first above recited.

If the Contractor is not incorporated, the Contractor shall sign in Article A-11 (a) in the presence of a single witness who shall also sign. If incorporated, the Contractor shall utilize Article A-11 (b).

- (a) SIGNED, SEALED AND DELIVERED
by the Contractor in the presence of:

_____ (seal)
(witness name)

(address)

OR

- (b) THE CORPORATE SEAL of the
Contractor was hereunto affixed in
the presence of:

_____ (name)
_____ (title) (Corp. Seal)

_____ (name)
_____ (title)

- (c) THE CORPORATE SEAL of the
Owner was hereunto affixed in
the presence of:

_____ (name)
_____ (title) (Corp. Seal)



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(name)

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(title)

End of Section 3.0