ARTICLES OF AGREEMENT

CONTRACT N^{o}. N4/045-39/021

ARTICLES OF AGREEMENT

THESE ARTICLES OF AGREEMENT made this day of , Two thousand and .

BETWEEN

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION, a body corporate having its Head Office and chief place of business at the City of Cornwall, Canada; established pursuant to the Canada Corporations Act (referred to in the contract documents as the "Owner")

AND

(referred to in the contract documents as the "Contractor")

WITNESSETH that in consideration for the mutual promises and obligations contained in the contract, the Owner and the Contractor covenant and agree as follows:

A1 Contract Documents

1.1 Subject to A1.4 and A1.5, the documents forming the contract between the Owner and the Contractor, referred to herein as the contract documents, are

1.1.1 these Articles of Agreement,

1.1.2 the document attached hereto entitled “Supplementary Conditions”, referred to herein as the Supplementary Conditions,

1.1.3 the documents attached hereto, marked "A-1" and entitled "Specifications and Drawings", the documents attached hereto marked "A-2" and entitled "Specifications (General)", all of which are referred to herein as the "Specifications and Drawings",

1.1.4 the document attached hereto, marked "B" and entitled "Terms of Payment", referred to herein as the Terms of Payment,

1.1.5 the document attached hereto, marked "C" and entitled "General Conditions", referred to herein as the General Conditions,

1.1.6 the document attached hereto, marked "F" and entitled "Contract Security Conditions", referred to herein as the Contract Security Conditions, and

1.1.7 the document attached hereto, marked "I" and entitled "Insurance Conditions", referred to herein as the Insurance Conditions,

1.1.8 the document attached hereto entitled SLSMC Corporate Safety Requirements for Contractors

1.1.9 the documents attached hereto entitled “Marine Security Awareness Guide, Marine Security Consent Form and Security Breach Report”, referred to herein as the SLSMC Marine Security Documents,

1.1.10 any amendment or variation of the contract documents that is made in accordance with the General Conditions.

1.2 The President hereby designates **Vice-President, Operations** as the Engineer for the purposes of the contract.

1.3 In the Contract:

1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; and

1.3.2 "Unit Price Arrangement" means that part of the contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the work to which it relates.

1.4 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the work to which a Fixed Price Arrangement is applicable.

1.5 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the work to which a Unit Price Arrangement is applicable.

A2 Date of Completion of Work and Description of Work

2.1 The Contractor shall, between the date of these Articles of Agreement and the Thirty-first (31st) day of May, 2019, in a careful and workmanlike manner, diligently perform and complete the following work:

REPAIRS TO REACH 7 BANKS AT THE WELLAND CANAL IN THE CITIES OF THOROLD, WELLAND AND PORT COLBORNE

which work is more particularly described in the Specifications and Drawings.

A3 Contract Amount

3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the contract, the Owner shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment

3.1.1 The sum of **$** in consideration for the performance of the work or the part thereof that is subject to a Fixed Price Arrangement, and

3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC46.7 multiplied in each case by the appropriate unit price that is set out in the Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.

3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of the Owner, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by the Owner to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will not exceed **$** .

3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.

3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.

A4 Contractor's Address

4.1 For all purposes of or incidental to the contract, the Contractor's address shall be deemed to be:

A5 Owner's Address

5.1 For all purposes of or incidental to the contract, the Owner's address shall be deemed to be:

P.O. Box 370
508 Glendale Avenue
St. Catharines, Ontario
L2R 6V8

A6 Price Table

6.1 The Owner and the Contractor agree that the following table is the Price Table for the purposes of the contract:

PRICE TABLE OPTION A

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ITEM	**DESCRIPTION**	**UNIT OF MEASUREMENT**	**UNIT PRICE****	**ESTIMATED TOTAL QUANTITY**	**ESTIMATED TOTAL PRICE ***
1	Extension of the 2018 Navigation Season (Optional)	Lump Sum		100%	
2	Mobilization and Demobilization	Lump Sum		100%	
3	Contract Schedule	Lump Sum		100%	$7,500.00
4	Clearing and Grubbing	m2		7000	
5	Excavation	m3		9000	
6	Silt Curtain	Lump Sum		100%	
7	Geotextile Filter Fabric	m2		16744	
8	Rip Rap Material	Metric Tonne		11557	
9	Granular A	Metric Tonne		200	
10	Topsoil	m3		609.7	
11	Seeding	m2		6097	
12	Reinstatement of Paving Trail	m2		600	
13	Field Office	Lump Sum		100%	
	A - Subtotal :				
	B - H.S.T. (13% of A) :				
	TOTAL AMOUNT OF TENDER (A + B)				

PRICE TABLE OPTION B

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ITEM	**DESCRIPTION**	**UNIT OF MEASUREMENT**	**UNIT PRICE****	**ESTIMATED TOTAL QUANTITY**	**ESTIMATED TOTAL PRICE ***
1	Extension of the 2018 Navigation Season (Optional)	Lump Sum		100%	
2	Mobilization and Demobilization	Lump Sum		100%	
3	Contract Schedule	Lump Sum		100%	$7,500.00
4	Clearing and Grubbing	m2		14000	
5	Excavation	m3		18000	
6	Silt Curtain	Lump Sum		100%	
7	Geotextile Filter Fabric	m2		44160	
8	Rip Rap Material	Metric Tonne		30480	
9	Granular A	Metric Tonne		300	
10	Topsoil	m3		1608	
11	Seeding	m2		16080	
12	Reinstatement of Paving Trail	m2		600	
13	Field Office	Lump Sum		100%	
	A - Subtotal :				
	B - H.S.T. (13% of A) :				
	TOTAL AMOUNT OF TENDER (A + B)				

IN WITNESS WHEREOF the respective Parties have executed these presents on the day, month and year first above written.

Signed, sealed and delivered by the **OWNER** in presence of:

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION

X_____
Vice-President, Operations

X_____ X_____
Witness Secretary

Signed, sealed and delivered by the **CONTRACTOR** in presence of :

X_____

X_____ X_____
Witness

(2018/19)