

REGIONAL DISTRICT OF NANAIMO

CHASE RIVER PUMP STATION UPGRADES RFT 22-003

BETWEEN: _____ (the "Contractor")

AND: The Regional District of Nanaimo (the "REGIONAL DISTRICT")

THIS AGREEMENT WITNESSES that the Contractor and the REGIONAL DISTRICT agree as follows:

1. The Contractor shall provide all labour, Contractor's Plant and Equipment and materials required to perform the Work within the required time, as required by the Contract Documents, including:
 - (a) this executed Agreement;
 - (b) the General Conditions of Contract;
 - (c) any Addenda (attached Schedule 1);
 - (d) the Contractor Tender Form (attached Schedule 2);
 - (e) the original Contractor Supporting Information, if any (attached Schedule 3)
 - (f) the Contractor Detailed Work Schedule (attached Schedule 4)
 - (g) the Description of Work (attached Schedule 5);
 - (h) the Drawings (attached Schedule 6);
 - (i) the Specifications (attached Schedule 7);
 - (j) Other relevant documents such as but not limited to letters of clarification and reports or the like included by reference (attached Schedule 8).
2. Upon Substantial Completion, the REGIONAL DISTRICT shall pay the Contractor the Contract Price, as required by the Contract Documents, less an amount estimated by the REGIONAL DISTRICT to complete any Work on the Deficiency List prepared by the REGIONAL DISTRICT and less any holdback amounts required under the BC Builder's Lien Act.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
 - (a) Up to the Tender Price set out in the accepted Tender Form and;
 - (b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Work.

Except for the amounts which the REGIONAL DISTRICT in good faith is disputing and except for any set off which the REGIONAL DISTRICT may claim and except for invoices (or portions of invoices) in respect of which the REGIONAL DISTRICT has requested and

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- not received supporting evidence, the REGIONAL DISTRICT shall pay invoices submitted to it for the Services within 30 days' receipt thereof.
4. The Contractor shall commence the Work within 7 Days after issuance of the Notice to Proceed from the REGIONAL DISTRICT, unless the Notice to Proceed states otherwise, and shall attain completion of the Work by .
 5. The Contract Documents shall form a part of this Agreement as though recited in full.
 6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between REGIONAL DISTRICT and the Contractor with respect to the subject matter of this Agreement.
 7. Defined terms in this Agreement shall have the same meanings as set out in the General Conditions, except where the contrary is expressed.
 8. In entering into and executing this Agreement, the Contractor has relied on its own examination of the Site, access to the Site, and on all other data, matters and things requisite to the fulfilment of the Work, and on its own knowledge of existing services or utilities along or crossing or in the vicinity of the route or facility to be installed or constructed under this Contract, and not on any representation or warranty of the REGIONAL DISTRICT.
 9. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the REGIONAL DISTRICT.
 10. No action or failure to act by the REGIONAL DISTRICT or an authorized agent of the REGIONAL DISTRICT shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
 11. This Agreement shall enure to the benefit of and be binding upon the REGIONAL DISTRICT and the Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
 12. Time shall be of the essence of this Agreement.
 13. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

The Regional District of Nanaimo by its authorized signatory on _____ day of _____, 2022 (the date of Agreement):

SIGNED on behalf of the REGIONAL DISTRICT by:

Signature: _____

Name: _____

Title: _____

[CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 2022:

SIGNED on behalf of the Contractor by:

Signature: _____

Name: _____

Title: _____

SCHEDULE 1 – ADDENDA

SAMPLE

SCHEDULE 2 – SUPPLY CONTRACTOR TENDER FORM

SAMPLE

SCHEDULE 3 – SUPPLY CONTRACTOR SUPPORTING INFORMATION

SAMPLE

SCHEDULE 4 – CONTRACTOR DETAILED WORK SCHEDULE

Schedule Overview Provided in RFT by RDN For Information Only

SAMPLE

SCHEDULE 5 – DESCRIPTION OF WORK

SAMPLE

SCHEDULE 6 – DRAWINGS

Title	Dwg.No.	Date	Rev
<i>Mechanical and Structural</i>			
Cover Sheet, Key Plan, Drawing Index and General Notes	CRPS-G-006	Jun2021	0
Site Plan – Sht 1 – FOR REFERENCE ONLY; NOT FOR CONSTRUCTION	CRPS-C-117	Jan2022	4
Legend and Abbreviations	CRPS-P-001	Jun2021	0
Process Flow Diagram	CRPS-P-101	Aug2021	1
P&ID Pump Station	CRPS-P-102	Jan2022	2
Floor Plan – Demolition – Lower Wet Well (<i>Note: Rev date of Jun 2020 should be Jun 2021</i>)	CRPS-M-208-DEMO	Apr2021	0
Floor Plan – Lower Wet Well	CRPS-M-208	Jun2021	0
Floor Plan – Demolition – Upper Wet Well	CRPS-M-209-DEMO	Jan2022	2
Floor Plan – Upper Wet Well	CRPS-M-209	Jan2022	2
Mechanical Standard Details	CRPS-M-210	Jan2022	2
3D View	CRPS-M-211	Jan2022	2
Sections – Demolition (<i>Note: Rev date of Jun 2020 should be Jun 2021</i>)	CRPS-M-212-DEMO	Apr2021	0
Sections and Details	CRPS-M-212	Jan2022	2
Pump Base Details	CRPS-M-216	Dec2021	1
Pump #1 Discharge Piping Isometric	CRPS-M-221	Jun2021	0
Pump #2 Discharge Piping Isometric	CRPS-M-222	Jun2021	0
Pump #3 Discharge Piping Isometric	CRPS-M-223	Jun2021	0
Pump #4 Discharge Piping Isometric	CRPS-M-224	Jun2021	0
Pump #5 Discharge Piping Isometric	CRPS-M-225	Jun2021	0

Pump #2 and Pump #4 Bypass Discharge Piping Isometric	CRPS-M-226	Jan2022	1
Pump Header Piping Isometric	CRPS-M-227	Jan2022	2
Pipe Line Designation Table – Line List	CRPS-LDT-002	Jan2022	1
Pump Platform Structural Plan and Details	CRPS-S-202	Dec2021	1
Pump Platform Structural Plan and Details	CRPS-S-203	Dec2021	1
Pump Base Detail (Flygt)	CP-NP 3231	120914	NA
Full Port Eccentric Valves Dimensions & Details (DeZurik)	A55432	03/14/07	A
<i>Electrical and Instrumentation</i>			
LOAD LIST	2003251-000-1618-001	21/11/03	1
CABLE SCHEDULE	2003251-000-1618-002	21/11/03	1
MATERIAL TAKE-OFF (MTO)	2003251-000-1618-003	21/11/03	1
P-101 SCHEMATIC DIAGRAM	CRPS-E-011	21/11/03	1
P-102 SCHEMATIC DIAGRAM	CRPS-E-012	21/11/03	1
P-103 SCHEMATIC DIAGRAM	CRPS-E-013	21/11/03	1
P-104 SCHEMATIC DIAGRAM	CRPS-E-014	21/11/03	1
P-105 SCHEMATIC DIAGRAM	CRPS-E-015	21/11/03	1
SINGLE LINE DIAGRAM	CRPS-E-105	21/11/03	7
MCC LAYOUTS, SCHEDULES AND DETAILS	CRPS-E-106	21/11/03	8
ELECTRICAL CONTROL SCHEMATICS	CRPS-E-107	21/11/03	5
CONTROL AND INSTRUMENTATION FIELD WIRING BLOCK DIAGRAM	CRPS-E-110	21/11/03	8
ELECTRICAL POWER, CONTROL AND INSTRUMENT LAYOUTS	CRPS-E-111	21/11/03	6
LIGHTING LAYOUTS	CRPS-E-112	21/03/08	4

WET WELL LAYOUTS	CRPS-E-203	21/03/08	4
CP-100 PANEL LAYOUT	CRPS-I-101	21/11/03	1
CP-100 BILL OF MATERIAL	CRPS-I-102	21/11/03	1
CP-100 POWER DISTRIBUTION	CRPS-I-103	21/11/03	1
CP-100 GENERAL SCHEMATICS	CRPS-I-104	21/11/03	1
CP-100 SLOT 1 ANALOG INPUT	CRPS-I-105	21/03/08	0
CP-100 SLOT 2&3 ANALOG&RTD INPUT	CRPS-I-106	21/11/03	1
CP-100 SLOT 5&6 ANALOG OUTPUT&DISCRETE INPUT	CRPS-I-107	21/03/08	0
CP-100 SLOT 7&8 DISCRETE INPUT	CRPS-I-108	21/03/08	0
CP-100 SLOT 9&10 DISCRETE INPUT	CRPS-I-109	21/11/03	1
CP-100 SLOT 11&12 DISCRETE&RELAY OUTPUT	CRPS-I-110	21/03/08	0
CP-100 BACK-UP CONTROLLER SCHEMATIC DIAGRAM	CRPS-I-111	21/11/03	1
SEPTAGE RECEIVING AND GATE CONTROL WIRING DETAIL	CRPS-I-112	21/03/08	0
HMI-100 PANEL LAYOUT	CRPS-I-121	21/11/03	1
HMI-100 BILL OF MATERIAL	CRPS-I-122	21/11/03	1
HMI-100 PANEL SCHEMATICS	CRPS-I-123	21/11/03	1
INSTRUMENT STANDARD – DETAIL – FLOAT TYPE LEVEL SWITCH	SP-I-0001	21/11/03	A
INSTRUMENT STANDARD – DETAIL – ULTRASONIC LEVEL TRANSMITTER	SP-I-0002	21/11/03	A
INSTRUMENT STANDARD – DETAIL – GAS DETECTOR	SP-I-0003	21/11/03	A
ELECTRICAL CONTROL SCHEMATICS (DEMO DRAWING)	CH2-607-DEMO	NA	NA
ELECTRICAL CONTROL SCHEMATICS (DEMO DRAWING)	CH2-608-DEMO	NA	NA
CONTROL AND INSTRUMENTATION FIELD WIRING BLOCK DIAGRAM (DEMO DRAWING)	CH-04-609- DEMO	NA	NA
CP-100 WIRING (DEMO DRAWING)	CH2-704-DEMO	NA	NA

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CP-100 WIRING (DEMO DRAWING)	CH2-705-DEMO	NA	NA
CP-100 PANEL LAYOUT (DEMO DRAWNG)	CH3-701-DEMO	NA	NA
CP-100 WIRING (DEMO DRAWING)	CH3-702-DEMO	NA	NA
CP-100 WIRING (DEMO DRAWING)	CH3-703-DEMO	NA	NA
CP-100 WIRING (DEMO DRAWING)	CH3-706-DEMO	NA	NA
CP-100 WIRING (DEMO DRAWING)	CH3-707-DEMO	NA	NA
SEPTAGE RECEIVING AND GATE CONTROL WIRING DETAIL (REFERENCE – SEE NEW DWG. CRPS-I-112)	CH3-708- OBSOLETE	NA	NA

SCHEDULE 7 – SPECIFICATIONS

Title	Std.No.	Date	Rev
<i>Mechanical and Structural</i>			
Chase River Pump Station Bypass Plan	CE774200	14Jan2022	1
Process Piping General	SP-P-0001	16Jun2021	2
Austenitic Stainless Steel Piping	SP-P-0002	16Jun2021	2
Structural Steel Coating Specification – Indoor Wastewater Service Applications	SP-S-0101	30Dec2021	0
Material and Equipment	01600	2Jun2021	0
Demolition	02220	2Jun2021	0
Grout and Miscellaneous Concrete Work	03600	2Jun2021	0
Metal Fabrications (Structural)	05502	2Jun2021	0
Piping Support Systems (Galvanized)	15060	18Jun2021	0
Process Valves General	15202	2Jun2021	0
<i>Electrical and Instrumentation</i>			
RDN – Chase River Pump Station Upgrade E&I Engineering Work Package	2003251-000-1601-001- CRPS E&I EWP	2021/03/08	0

SCHEDULE 8 – OTHER RELEVANT DOCUMENTS

Title	Ref. No.	Date	Rev
Contractor \$5MM CGL insurance certificate – <i>to come</i>			
Contractor \$2MM pollution liability insurance certificate – <i>to come</i>			
Contractor performance bond – <i>to come</i>			
Contractor labour and material bond – <i>to come</i>			
Contractor Worksafe BC clearance letter – <i>to come</i>			