

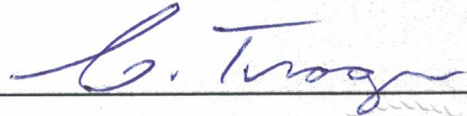
**PIERS ISLAND IMPROVEMENT DISTRICT
2020 AGREEMENT BYLAW, NO. 127**

A bylaw to authorize the execution of an agreement with the Trustees of Piers Island Improvement District ENACT AS FOLLOWS:

1. That Charles Troger, Chair of the Trustees, and Brent Schorr, Financial Officer, are hereby authorized to execute on behalf of the improvement district an agreement with Greatario Industrial Storage Systems Ltd. relating to the replacement of the Piers Island Water Tank in the terms of the draft agreement hereto attached as Schedule '1'.
2. That Charles Troger, Chair of the Trustees, and Brent Schorr, Financial Officer, are hereby authorized to execute on behalf of the improvement district all necessary instruments to give effect to the said agreement.
3. This bylaw may be cited as "2020 Agreement Bylaw".

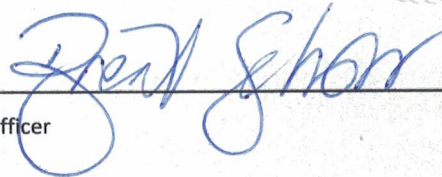
INTRODUCED and given first reading by the Trustees on the 18th of April 2020

RECONSIDERED and finally passed by the Trustees on the 18th of April 2020



Chair of the Trustees

I hereby certify under the seal of Piers Island Improvement District that this is a true copy of Bylaw No. 123.



Officer

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

30th day of April, 2020.

Contract: **Replacement Water Tank 2020**
(TITLE OF CONTRACT)

Reference No. **001-2020**
(OWNER'S TENDER REFERENCE NO.)

BETWEEN:

The Piers Island Improvement District

(NAME OF OWNER)

(the "Owner")

AND:

Greatario Industrial Storage Systems Ltd.

715647 Oxford Road #4

Innerkip, ON N0J 1M0

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | |
|--|-----|--|
| Article 1 The Work
Start /
Completion
Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <i>Contract Documents</i> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <i>Notice to Proceed</i> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <i>Contract Documents</i> and will achieve: <i>Substantial Performance</i> of the <i>Work</i> on or before <u>168 calendar days after Notice to Proceed</u> and <i>Final Completion</i> of the <i>Work</i> on or before <u>182 calendar days after Notice to Proceed</u> |

subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.

Article 2 Contract Documents

- 1.3 Time shall be of the essence of the *Contract*.
- 2.1 The "*Contract Documents*" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the Owner and the Contractor.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
- 3.1.2 all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The *Contract Price* shall be the entire compensation owing to the Contractor for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 Payment

- 4.1 Subject to applicable legislation and the provisions of the *Contract Documents*, the Owner shall make payments to the Contractor.
- 4.2 If the Owner fails to make payments to the Contractor as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner*, *Contract Administrator* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

Article 6 Notices

- 6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The *Owner*:

Piers Island Improvement District

PO Box 2223

Sydney, BC, V8L 3S8

Fax:

Attention: Charles Troger

The *Contractor*:

Greatario Industrial Storage Systems Ltd.

715647 Oxford Road #4

Innerkip, ON N0J 1M0

Fax: 519-469-8157

Attention: Scott Burn

The *Contract Administrator*:

Stantec Consulting Ltd

#400-655 Tyee Road

Victoria, BC V9A 6X5

Fax: 250 382 0514

Attention: Stan Spencer, P.Eng.

- 6.2 A communication or notice that is addressed as above shall be considered to have been received

6.2.1 immediately upon delivery, if delivered by hand; or

6.2.2 immediately upon transmission if sent by fax and received in hard copy; or

6.2.3 after 5 Days from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly, if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement
the day and year first written above.

Contractor.

Greatario Industrial Storage Systems Ltd.

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

Scott Burn

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner.

Piers Island Improvement District

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

Charles Troger

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

**Schedule 1 Schedule
of Contract
Documents**

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, 2009 platinum edition. All sections of this publication are included in the *Contract Documents*.

- Form of Agreement, including all Schedules;
- Supplementary General Conditions;
- General Conditions*;
- Supplementary Specifications;
- Specifications*;
- Standard Detail Drawings*;
- Executed Form of Tender, including all Appendices;
- *Contract Drawings* listed in Schedule 2 to the Form of Agreement – “List of *Contract Drawings*”;
- Instructions to Tenderers - Part I;
- Instructions to Tenderers - Part II*;
- The following Addenda:

Addendum No. 1 – Feb 20, 2020

Addendum No. 2– Mar 6, 2020

Addendum No. 3 – Mar 9, 2020

Addendum No. 4 – Mar 10, 2020

Addendum No. 5 – Mar 19, 2020

Request for Clarification - Greatario Response (April 8 2020)

(ADDENDA, IF ANY)

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT,
OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

Schedule 2 List of Contract Drawings

TITLE	DRAWING NO.	DATE	REVISION NO.	REVISION DATE
Cover Sheet and Notes	C001	January 31, 2020		
Overall Site Plan	C100	January 31, 2020		
Existing Conditions Site Plan	C101	January 31, 2020		
Proposed Reservoir Site Plan	C102	January 31, 2020		
Civil Details	C201	January 31, 2020		
Civil Details	C202	January 31, 2020		
Proposed Reservoir Site Layout Drawing	E101	January 31, 2020		
Layout Drawing	EI601	January 31, 2020		
CPL-01 Schematic Diagram	EI602	January 31, 2020		
Reservoir JB-01 Layout Drawing	EI603	January 31, 2020		
CPL-02 Layout Drawing	EI604	January 31, 2020		
CPL-02 Schematic Diagram	EI605	January 31, 2020		
Communication Block Diagram	EI620	January 31, 2020		

A true copy of Bylaw # 127
registered in the office of
Inspector of Municipalities this
30 day of Sept 2020

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Deputy Inspector of
Municipalities