



City of Courtenay

Request for Proposal

R21-16 Asbestos Abatement 1080 Piercy
Ave

May 31, 2021

TABLE OF CONTENTS

0.0	SUMMARY OF KEY INFORMATION.....	3
1.0	INTENT.....	4
2.0	DOCUMENT AVAILABILITY AND REponsibility	4
3.0	DEFINITIONS.....	4
4.0	BUILDING DETAILS.....	5
5.0	SCOPE OF WORK	5
6.0	HEALTH & SAFETY	6
7.0	SUBMISSION FORMAT.....	6
8.0	INSTRUCTIONS TO PROPONENTS.....	8
9.0	EVALUATION CRITERIA.....	8
10.0	GENERAL TERMS & CONDITIONS.....	9
11.0	ATTACHMENTS.....	12

SUMMARY OF KEY INFORMATION

RFP Reference	RFP R21-16 Asbestos Abatement 1080 Piercy Ave
Overview of the Opportunity	The purpose of this RFP invites proposals from qualified asbestos abatement Contractors for the safe removal and disposal of asbestos containing products from two (2) structures located at 1080 Piercy Ave, Courtenay.
Questions?	Questions are to be submitted in writing quoting the RFP number and name, send to email purchasing@courtenay.ca
Addenda	Proponents are to check the BC Bid and City websites for any updated information and addenda issued, before the Closing Date at the following websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids
Closing Date and Time	2:00 pm Pacific Standard Time Monday, June 14, 2021
Instructions for Submission	Submissions are to be consolidated into one PDF file and sent electronically to purchasing@courtenay.ca <ol style="list-style-type: none"> 1. In the subject field enter: R21-16 Asbestos Abatement 1080 Piercy Ave 2. Phone 250-338-1766 Ext. 7646 should assistance be required 3. Please note maximum email file size is 20 Mb or less. The City of Courtenay will not be liable for any technological delays in transmission.
Participation	The guidelines for participation that will apply to this RFP are included in the RFP.
Obtaining RFP Documents	RFP documents are available for download from these websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids

1.0 INTENT

The City of Courtenay (the “City”) invites proposals from qualified asbestos abatement Contractors for the safe removal and disposal of asbestos containing products from two (2) structures located at 1080 Piercy Ave, Courtenay.

2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFP is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFP documents directly. No registration, tracking or other recording of RFP documents will be performed by the City. All addenda, amendments or further information will be published on www.bcbid.gov.bc.ca and www.courtenay.ca. It is the sole responsibility of the Proponent to monitor the websites regularly to check for updates.

3.0 DEFINITIONS

“City” or “Owner” means the City of Courtenay;

“Contract” means the written agreement or purchase order resulting from this RFP awarded to and/or executed by the City and the successful Proponent;

“Contract Documents” means the Request for Proposal documents, that part of the Proposal which is accepted by the City, the purchase order and executed agreement, if any, all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

“Contractor” means a person or company that undertakes a contract to provide materials or labor to perform a service or do a job, can also be referred to as a vendor or supplier.

“Council” means the City of Courtenay Council;

“must”, “mandatory”, “required”, “shall”, means a requirement that must be met in order for a Proposal to receive consideration;

“Proponent” means a party, a company or an individual that has obtained a copy of this Request for Proposal and submits, or intends to submit, a Proposal in response to this “Request for Proposal”;

“Proposal” means the documents of the Proponent delivered to the City offering to perform the work as required under this RFP;

“RFP” means Request for Proposal;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP;

4.0 Building Details

The Contractor will have inspected and examined the work site and its surroundings, before submitting a proposal.

- a) Address – 1080 Piercy Avenue, Courtenay
- b) Building – Two (2) commercial buildings. Main building and workshop.
- c) Age – 1965 (BC Assessment)
- d) Construction – Various styles
- e) Exterior Finish – Typical aluminum siding
- f) Exterior Detail – Aluminum on main building. Aluminum & painted wood on workshop.
- g) Windows – Aluminum throughout both buildings
- h) Interior Finish – Walls are Smooth drywall. Ceiling tile in main building, smooth drywall in workshop.
- i) Interior Flooring – Vinyl floor tile in main building and bare concrete in workshop
- j) HVAC – Baseboard electric in main building

5.0 SCOPE OF WORK

- a) The Contractor will supply all personnel, materials, tools, fencing and equipment necessary to complete the work.
- b) The Contractor will be responsible for all aspects of asbestos removal, safety and site clean-up.
- c) All WorkSafe BC safe work procedures for handling asbestos must be followed.
- d) A Hazardous Materials Survey was conducted in December, 2020 by Tsolum and Tsable Environmental Ltd. and is attached as Schedule B.
 - The Contractor must have an exposure control plan in place for each hazardous substance identified in this report.
 - Work must stop if additional suspect materials are encountered during the move. These suspect materials must be left undisturbed until testing determines the presence or absence of asbestos or other hazardous materials. In addition, work must also stop in the event these suspect materials are disturbed inadvertently.

- Building floor plans are included.
- e) The Contractor shall remove and dispose of:
 - Roughly 2,500ft² of asbestos containing vinyl floor tile from the main building
 - Roughly 1,500ft² of asbestos containing drywall from the main building
 - Roughly 2,000ft² of asbestos containing drywall from the workshop
- f) Hazardous materials must be removed and disposed of at a licenced hazardous waste disposal site.
- g) The remaining building structures must be left in current conditions for future renovations to be done by the City. Unnecessary building damage, determined by the City, will be at the Contractor's expense.
- h) The Contractor will not allow dirt or debris from the work or vehicles transporting materials to litter any streets or neighboring properties. The Contractor will clean-up any such dirt or debris at their own expense.
- i) Any damage to neighboring or City property caused by the Contractor will be repaired to a satisfactory condition at the Contractor's expense.
- j) The Contractor will at all times ensure the safety of the public (vehicular and pedestrian traffic) and its employees while performing the services. The Contractor will be responsible at their expense, where necessary for all temporary marking, signing, flagging and control while performing work covered by the contract.
- k) Site tours may be arranged upon request.

6.0 HEALTH & SAFETY

The successful Contractor must submit a copy of a company WorkSafe BC compliant COVID-19 Exposure Control Plan that is directly related to the work outlined in this RFP with their submission.

The successful Contractor shall be designated the Prime Contractor in the immediate work area and will be required to sign and submit the attached Prime Contractor Designation form.

The successful Contractor must submit a copy of the company Safety Manual that is directly related to the work outlined in this RFP with their submission.

7.0 SUBMISSION FORMAT

7.1 Title Page

Showing RFP title and number, closing date, company name of the Proponent, address, contact name, email address and phone number.

7.2 Experience & References

Proponents shall have a minimum 5 years experience in providing goods and/or services of similar scope and nature. Proponents should provide proof of asbestos related training or certifications of staff who will be directly involved with the work.

Include a detailed description of the experience of the Proponent, demonstrating the experience to undertake the work outlined in this RFP.

Include a list of at least 3 relevant completed projects with client references and telephone number/email contact information for each project. By submitting a Proposal the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organizations for the purposes of evaluating the Proposal.

7.3 Work Plan & Schedule

Include a brief work plan describing the methodology to complete the work.

Include a work schedule outlining the total estimated hours and days required to complete the work.

7.4 Price Schedule

A detailed price schedule should be included with a breakdown of the lump sum prices proposed for the work in this RFP.

7.5 Schedule A – Form of Submission

The Schedule A – Form of Submission must be submitted with the Proponent's Proposal. The Form of Submission must be signed by an authorized representative of the company.

8.0 INSTRUCTIONS TO PROPONENTS

- 8.1 An electronic submission of the proposal in .pdf format must be submitted to: **purchasing@courtenay.ca** no later than 2:00pm PST, Monday, June 14, 2021, the RFP closing date. The email subject line shall read **“R21-16 Asbestos Abatement 1080 Piercy Ave”**.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All proposals, including Form of Submission, must be signed by an authorized Proponent representative.

Submission of a proposal indicates acceptance by the Proponent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

- 8.2 Questions are to be submitted in writing up to 2 business days prior to the RFP Closing Date quoting the RFP name, number and contact person below, and sent to email purchasing@courtenay.ca.

Graham Peterson
Procurement Specialist, City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

- 8.3 Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.

9.0 EVALUATION CRITERIA

9.1 General

- a) An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.

9.2 Evaluation Criteria & Weighting

The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” using the following criteria:

Proposal Evaluation Criteria Description	Criteria Weight
Experience & References	30 points
Work Plan & Methodology	15 points
Work Schedule <ul style="list-style-type: none"> • Estimated Total Days & Hours 	15 points
Financial Cost to the City	40 points

10.0 GENERAL TERMS & CONDITIONS

10.1 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Proposals will not be opened in public.

10.2 No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFP process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the product, service or project.
- b) The City reserves the right to accept or reject all or part of the proposal, however the City is not precluded from negotiating with the successful Proponent to modify its proposal to best suit the needs of the City.
- c) The City reserves the right to reject, at the City's sole discretion, any or all proposals if the proposal is either incomplete, obscure, irregular or unrealistic.
- d) Further, a proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with federal, provincial and municipal legislation.
- e) The City reserves the right to accept or reject a proposal where only one proposal is received.
- f) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.
- g) The City reserves the right to award the contract to other than the lowest cost Proponent.
- h) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.
- i) The City reserves the right to cancel this RFP at any time.

10.3 **Cost of Preparation**

Any cost incurred by the Proponent in the preparation of the proposal will be solely at the expense of the Proponent.

10.4 **Confidentiality and Freedom of Information and Protection of Privacy Act**

The proposal should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can't guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

10.5 **Irrevocability of Proposals**

By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of **60** days. By submission of a proposal the Proponent agrees should the proposal be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

10.6 **Pricing**

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.

10.7 **Sub-Contracting**

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City of Courtenay.

10.8 **Accuracy of Information**

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

10.9 **Default**

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 10.9(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 10.9(a) or 10.9(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

10.10 **Misrepresentation or Solicitation**

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

10.11 **Applicable Laws and Agreements**

- a) The laws of the Province of B.C. shall govern this request for proposal and any subsequent Contract resulting.
- b) This RFP is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

10.13 **Corporate Climate Action Strategy Requirements**

Vehicle Idling

In the interest of reducing negative impacts on the environment, all Contractors and Consultants working directly or indirectly for the City on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce or eliminate engine idling.

10.14 **Payment Terms**

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the City.

All invoices must be emailed to finance@courtenay.ca, please do not mail invoices in addition to emailing.

The City offers electronic funds transfer for all vendor related payments. Contact finance@courtenay.ca for an application form to enroll in EFT payments.

10.15 **Business License and Permits**

Contractors are required to acquire and maintain a City of Courtenay Business License or a Central Vancouver Island Inter-municipal Business License prior to the commencement of the work and for the term of the Contract.

10.16 **Insurance**

As a minimum, the successful Proponent shall procure and maintain through the term of the contract, at its own expense and cost, the following insurance policies:

- a) **Commercial General Liability Insurance** in an inclusive amount of not less than \$2,000,000 per occurrence. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability,

Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.

- b) **Motor Vehicle Insurance ICBC APV47 form** - Bodily Injury and Property damage in an amount no less than \$2,000,000 per accident per licensed motor vehicle used to carry out the Work
- c) The successful Proponent shall be responsible for **WorkSafe BC** assessments relating to its work on behalf of the City and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the province of British Columbia.

10.17 **Agreement**

The successful Proponent will be required to enter into a formal agreement with the City prior to the Work commencement, template attached for reference.

11.0 **ATTACHMENTS**

- a) Schedule A - Form of Submission
- b) Schedule B - Hazardous Materials Report
- c) Schedule C - Standard Contractor Agreement
- d) Schedule D – Prime Contractor Designation Form

SCHEDULE A
FORM OF SUBMISSION

The Proponent offers to supply to the City of Courtenay the goods and services for the prices not including GST as follows:

1.

Description	Qty. Ft ²	Unit	Total Cost
Removal & Disposal of Main Building Vinyl Floor Tile	2,500	LS	
Removal & Disposal of Main Building Drywall	1,500	LS	
Removal & Disposal of Workshop Drywall	2,000	LS	
Other	N/A	LS	
Total Cost for Removal & Disposal of Asbestos Containing Materials at 1080 Piercy Avenue		LS	

- | | |
|--|-----------|
| 2. References & Related Experience Included | Yes or No |
| 3. Work Plan & Schedule Included | Yes or No |
| 4. Price Schedule Included | Yes or No |
| 5. Safety Manual & COVID-19 Exposure Control Plan Included | Yes or No |

The above prices include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this proposal.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFP, submit this proposal in response to the RFP. This proposal is offered by the Proponent this _____ day of _____, 20____.

Signature of Authorized Signatory

Print Name and Position of Signatory

Tsolum & Tsable Environmental Ltd.



Hazardous Materials Survey

1080 Piercy Avenue, Courtenay, BC

File No: Z0016-026.01

December 30th, 2020

Prepared For:

City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7

1.0 Introduction

Tsolum & Tsable Environmental Ltd. (TTE) was retained by Eric Jernslet from The City of Courtenay (the Client) to conduct a hazardous materials survey on a building located at 1080 Piercy Avenue in Courtenay, British Columbia (the site).

This hazardous materials survey was completed in accordance with Section 20.112 of the Occupational Health and Safety Regulation (B.C. Reg 296/97).

The purpose of this hazardous materials survey was to identify which materials, if any, contain asbestos and or other hazardous materials. This report includes a list of building materials that are confirmed or suspected of containing hazardous materials.

Hazardous materials are summarized in the table below.

Table 1.0 Hazardous Materials Summary

Hazardous Material	Type and Location
Asbestos (confirmed)	<ul style="list-style-type: none"> ➔ Z0016-026-A2 – Vinyl Floor Tile – Chrysotile 1-5% - Throughout Main Building ➔ Z0016-026-A3 to -A5 – Drywall Joint Compound – Chrysotile 1-5% - Throughout Main Building ➔ Z0016-026-A13 to -A15 – Drywall Joint Compound – Chrysotile 1-5% - Throughout Workshop
Asbestos (may contain)	➔ <i>Materials commonly found to contain asbestos were observed or are suspected to be present (not sampled) including: Electrical cables, buried asbestos cement pipes, bell and spigot piping gaskets, incandescent light fixtures. (heat shields)</i>
Lead (Confirmed)	<ul style="list-style-type: none"> ➔ Z0016-026-Pb02 – White Paint – 252 mg/Kg – Portable Ceiling ➔ Z0016-026-Pb03 – Yellow Paint – 987 mg/Kg – Portable Trims ➔ Z0016-026-Pb04 – Grey Paint – 91.1 mg/Kg – Workshop Trims
Lead (may contain)	➔ <i>Elemental lead assumed to be present in seals on bell and spigot piping joints seals, solder on wiring and copper pipe joints, and roof vents and flashings.</i>
Mercury	<ul style="list-style-type: none"> ➔ <i>There are fluorescent light tubes in all buildings.</i> ➔ No mercury containing thermostats were seen.
PCBs	➔ <i>There are fluorescent light fixtures in all buildings.</i>
Radioactive Materials	➔ No radioactive materials were observed in areas of planned works.
AST/UST	<ul style="list-style-type: none"> ➔ No AST/UST was observed or suspected in the subject area. ➔
ODS	➔ No sources of ODS were observed.
Hantavirus / Rodent Droppings	<ul style="list-style-type: none"> ➔ <i>Rodent droppings were seen in the portable.</i> ➔ Rodent droppings were not observed in the main building nor the workshop.
Mould	➔ <i>Floor rot was noted in the portable.</i>

	→ Mould was not observed in the main building nor the workshop.
Arsenic	→ Suspect CCA treated wood was not observed.
UFFI	→ No UFFI was observed.
Silica	→ <i>Present in fiberglass, drywall, concrete, stucco and other cementitious materials</i>

Where hazardous materials were found, they can be presumed to be found in similar materials throughout the buildings.

Recommendations for each material are outlined in section 3.0.

Floor plans showing bulk sample locations and locations of identified hazardous materials (where practical) are provided in Appendix A.

Copies of the analytical reports are provided in Appendix C.

2.0 Scope of Work

We attended the site on December 3rd, 2020. The scope of work was limited to:

- A visual inspection of the building for the presence of hazardous substances, including (but not limited to) asbestos containing materials (ACM), arsenic, lead based paints (LBP), lead containing products, radioactive materials, mould, rodent droppings and other sources of biological hazards, mercury, polychlorinated biphenyls (PCBs), ozone depleting substances (ODS), petroleum and controlled products;
- Bulk sampling and analysis of suspected ACM and LBP for the presence of asbestos and lead, respectively; and
- Make recommendations for further actions to take place prior to continued renovation.

There are three commercial use buildings on site. The workshop is open floor storage & workspace, the portable is open floor storage, and the main building is office space with bathroom & open floor workspace.

The portable adjacent to the main building will be demolished. In the main building windows will be replaced, ceiling tile will be replaced, office walls may be removed, vinyl floor tile may be replaced, stucco in the parking structure will be removed & a door may be installed in the NE wall. The workshop may have a window removed and replaced by a door. These areas were the focus in the scope of this survey.

2.1 Sampling Methodology

- A walk through the space to determine locations of possible asbestos containing materials (ACM).
- Inspection and bulk sampling of building materials, as follows:

Main Building

- Planned renovations do not affect the roof.

- There is smooth finish drywall walls throughout. Three (3) samples of drywall joint compound were collected for asbestos analysis.
- There is Ceiling Tile throughout. Three (3) samples of ceiling tile were collected for asbestos analysis.
- There is vinyl floor tile (VFT) throughout. One (1) sample of VFT was collected for asbestos analysis.
- There are two aluminum windows. Three (3) samples of window mastic were collected for asbestos analysis.
- The stucco in the parking area of the main building covers approximately 900 ft². Three samples of exterior stucco were collected for asbestos analysis.
- Remaining exterior finish is aluminum siding.
- The interior color is all flat white. One (1) sample of interior paint was collected for lead analysis.

Portable

- The roof is metal with no visible mastic.
- The walls are wood panel & the ceiling is painted wood.
- There is one aluminum window, and a small amount of mastic was found. One (1) sample of window mastic was collected for asbestos analysis.
- The flooring is vinyl floor tile (VFT). One sample of VFT was collected for asbestos analysis.
- The painted surfaces are the ceiling & door trims. One (1) sample from each area was collected for lead analysis.

Workshop

- Planned renovations do not affect the roof.
- Flooring is bare concrete.
- Exterior finish is aluminum siding.
- There is smooth finish drywall on the walls and ceiling. Three (3) samples of drywall joint compound were collected for asbestos analysis.
- There is one aluminum window, and a small amount of mastic was found. One (1) sample of window mastic was collected for asbestos analysis.
- As the window may be removed, one (1) sample of paint was collected for lead analysis.

Table 2.1.1 Building Details

Building	Three commercial buildings on site
Subject Area	Demolish portable. Walls, ceiling, floor, windows & exterior stucco in main building. Window and surrounding materials in workshop.
Age	1965 (BC Assessment)
Construction	Various styles.

Exterior Finish	Typical aluminum siding on main building & workshop. Sheet metal on portable.
Exterior Detail	Aluminum on main building. Aluminum & painted wood on workshop. Sheet metal on portable.
Windows	Aluminum throughout all buildings.
Interior Finish	Walls: Smooth Drywall in main building & workshop. Wood panel in portable. Ceilings: Ceiling tile in main building. Smooth drywall in workshop. Painted wood in portable.
Interior Flooring	Vinyl Floor Tile in main building & portable (2 different types). Bare concrete in workshop.
HVAC	Baseboard electric in main building & portable.

2.2 Regulatory Criteria

As per WorkSafeBC requirements, the subject area was surveyed for the presence of hazardous materials, including:

- Polychlorinated biphenyls (PCBs)
- Asbestos
- Mercury
- Arsenic
- Ozone depleting substances (ODS)
- Urea formaldehyde foam insulation (UFFI)
- Radioactive materials
- Above- or under- ground storage tanks (AST/UST)
- Lead
- Hantavirus – rodent droppings
- Silica
- Mould

Regulatory information for each material is provided in Appendix D.

3.0 Results and Recommendations

If any material suspected of containing asbestos or any other hazardous material not identified in the initial scope of work is disturbed, all work must cease immediately until the area is contained, and the hazard is evaluated by a qualified professional and the hazardous materials, if present, is safely managed by a qualified contractor.

Notification

The Client has been made aware of the results of this survey and instructed to have the items removed in accordance with regulations prior to continued renovation of the structure. This

report must be posted onsite, and site personnel need to have read and understood the content of this report prior to the commencement of work.

Hidden Hazardous Materials

Although every effort was made to collect samples of all potentially hazardous materials, they may be present at the subject site but, were not visible or available for inspection during the survey and are, therefore, not described in this report.

If any suspect hazardous materials that are not described in this report are encountered during additional renovation activities, all work must cease and the materials must be presumed to be hazardous and handled as such until testing determines the presence or absence of asbestos or other hazardous components, or the material is otherwise appropriately evaluated, and appropriate controls for the protection of workers and the public are put into place.

Recommendations

The following conclusions and recommendations have been based on the survey findings:

Prior to any additional renovation activities, TTE recommends the following actions:

1. Provide copies of this report to site personnel, including contractors. A copy of the survey must be immediately available at the site whenever workers are present.
2. The contractor must have an exposure control plan in place for each hazardous substance identified in this report as being in way of the planned work.
3. Work must stop if additional suspect materials are encountered during the move. These suspect materials must be left undisturbed until testing determines the presence or absence of asbestos or other hazardous materials. In addition, work must also stop in the event these suspect materials are disturbed inadvertently.

A qualified person should be retained and present on site during any additional demolition to identify any previously unidentified hazardous building materials should they be discovered.

Respecting Lead, Arsenic, Mercury and other heavy metals, please note that the local landfill authority may require additional Toxicity Characteristic Leaching Procedure (TCLP) data before accepting material as 'Non-Hazardous Waste' as defined by the [BC Hazardous Waste Regulations](#).

The recommendations pertaining to each of the identified hazardous materials within the subject building are presented in the sub-sections below.

3.1 Asbestos

All asbestos containing materials must be removed by a qualified asbestos abatement contractor.

The following asbestos containing materials were identified:

Table 3.1.1 Summary of Asbestos Containing Materials

Material	Location	Asbestos	Estimated Quantity*	Procedures**
Drywall Joint Compound	Main building walls	Chrysotile 1-5%	Targeted 350 ft ²	Moderate Risk
Vinyl Floor Tile	Main building Throughout	Chrysotile 1-5%	2500 ft ²	Moderate Risk
Drywall Joint Compound	Workshop Throughout	Chrysotile 1-5%	Targeted 35 ft ²	Moderate Risk

****Quantities listed are a rough approximation and only account for visible / accessible materials. Concealed amounts of ACM may be present.***

*****Risk assessment is general in nature. A full Risk Assessment will be required prior to abatement, as required by section 6.6 of the BC OHS Regulations.***

All procedures must be in accordance with BC Occupational Health and Safety Regulation (B.C. Reg 296/97), as exemplified in WorkSafeBC Publication BK27, ‘Safe Work Practices for Handling Asbestos’.

If any materials suspected to be asbestos containing are discovered during the renovation, all work must stop until samples can be analyzed. If the materials are found to be asbestos containing, they must be removed by a qualified asbestos abatement contractor before any further work is carried out.

Prior to any work that may disturb any ACM, it is a regulatory requirement that a qualified person perform a Risk Assessment, in compliance with the Occupational Health & Safety Regulation Part 6 “Substance Specific Requirements”. Identified ACMs must be removed and disposed of in accordance with the requirements of BC Reg. 296/97, by an experienced asbestos abatement contractor.

Suspected ACMs deemed visually similar to ACMs identified in this report and inaccessible ACMs not identified during this assessment should be considered asbestos containing and handled as such, unless proved otherwise, through analytical testing.

Ensure asbestos containing waste is handled, stored, and disposed of in accordance with the requirements of the Federal Transportation of Dangerous Goods Regulation and the BC Hazardous Waste Regulation (BC Reg 63/88).

If the building is not renovated/demolished in the short term, ACMs in good condition can be managed in place. Damaged ACMs should be addressed in accordance with the requirements of BC Reg. 296/97, as soon as possible.

3.2 Lead

Surface coatings which contain more than 90 ppm lead may pose a potential risk to workers. Materials with over 100 ppm lead must undergo additional TCLP testing prior to disposal to determine if they should be handled as hazardous waste.

Lead results are summarized in the table below. Any untested painted surfaces are presumed to be lead containing.

Table 3.2.1 Summary of Lead Results

Material	Location	Lead Concentration (ppm)	TCLP Results (mg/L)
White Field	Main Building Walls	46.7	NR
White Field	Portable Ceiling	252	4.91
Yellow Field	Portable Trims	987	5.50
Grey Field	Workshop Trims	91.1	NR

NR=Not Required NT=Not Tested

Elemental lead may be present in seals on bell and spigot piping joints seals, solder on wiring or plumbing systems, and in other fixtures such as flashings or roof vents.

Workers must be provided with appropriate PPE for the work they will be conducting. Materials with leachable lead must be sorted from general construction waste and disposed of according to Regulations.

Demolition, corrective action, or remedial work on paint applications containing any concentration of lead should be undertaken in a manner to avoid generating fine particulate matter or dust (i.e., avoid sanding). The use of personal protective equipment is recommended to reduce the potential for over-exposure to lead dust.

When identified or suspected lead-containing materials (i.e. paint, solder, caulking on bell fittings) within the subject building are to be removed prior to renovation activities, ensure compliance with the following:

- Surface Coating Materials Regulations SOR/2016-193
- The occupational exposure control requirements of BC Reg 296/97
- The disposal requirements of BC Reg. 63/88
- The transportation requirements of the Federal Transportation of Dangerous Goods Regulation.

If known or suspected lead-based paint will be disturbed (e.g. by scraping, burning, sanding, etc.) the paint shall be removed in accordance with the WorkSafeBC Occupational Health & Safety Regulation to prevent worker exposure to lead dust. Some samples collected during this survey were found to have lead concentrations below WorkSafeBC criteria however other paints have higher lead content.

If the subject building is not renovated/demolished in the short term, lead-containing material can be managed in place.

3.3 Mercury

Fluorescent lighting was observed in all the buildings.

No mercury containing thermostats are present.

No other mercury containing materials were observed.

Mercury containing materials must be removed prior to demolition activities and kept intact to prevent exposure to mercury fumes. They must be separated from general demolition waste and disposed of according to regulations. Workers should be protected with a half mask with a mercury vapour cartridge and chemical resistant gloves when handling or working near broken light tubes.

They should be removed, packaged for storage and transport or disposal/destruction at a licensed facility.

If the building is not renovated/demolished, mercury-containing materials identified within the subject building can be managed in place. No further action is currently required.

3.4 PCBs

Fluorescent lighting was observed in all the buildings.

Fixtures must be removed prior to demolition activities and set aside and checked for PCB content prior to disposal.

Non-PCB containing ballasts must have a label affixed which states they do not contain PCBs. It may also be possible to determine PCB content by using guidelines in Environment Canada's document, "Identification of Light Ballasts Containing PCBs" (EPS 2/CC/2). ***If no determination can be made the ballasts must be assumed to contain PCBs. If they are determined to contain PCB's they must be disposed of in accordance with the BC Ministry of Environment guidelines at an approved disposal facility.***

If the subject building is not renovated/demolished, PCB containing ballasts can be managed in place, where they are operating and in good condition. No further action is currently required until such time that demolition activities are to be conducted, or until 2025 when PCB-containing items will require removal and disposal.

3.5 Radioactive Components

Smoke detectors were not observed.

They must be removed prior to demolition activities and treated as if they contain radioactive materials unless additional information (i.e. labels) prove otherwise.

Radioactive components that are identified for removal should be transported and disposed of in accordance with the following:

- The federal Transportation of Dangerous Goods Act
- The Nuclear Safety and Control Act (1997, c.9), Nuclear Substances and Radiation Devices Regulations (SOR/2000-207)

If the building is not renovated/demolished, radioactive components of the fire / smoke detection system can be managed in place. No further action is currently necessary.

3.6 Petroleum and Controlled Products

No AST was seen or suspected.

No USTs will be part of the planned works

Any stored and abounded chemicals and controlled products must be removed and disposed of prior to moving, in accordance with the BC Ministry of Environment Hazardous Waste Regulation (Environmental Management Act).

If USTs are discovered & part of planned works, it is also recommended that a site investigation be commissioned for contaminated soils.

3.7 ODSs

No sources of ODS were observed.

Sources of ODS should be removed from the work area prior to demolition activities commencing. If slated for disposal it must be degassed by a licensed technician.

When ODS containing materials within the subject building are removed and disposed of, ODSs must be handled, recycled, stored, and/or disposed of in accordance with the requirements of the Federal Halocarbon Regulations (2003). If waste is to be disposed of in British Columbia, it must be disposed of in accordance with the British Columbia Waste Management Act – Ozone Depleting Substances and other Halocarbons Regulation (BC Reg. 387/99). These regulations require that all ODS must be collected, stored, and recycled, or collected and disposed by a qualified technician.

ODS-containing equipment can be managed in place and must be serviced by licensed refrigeration technicians.

3.8 Hantavirus – Bird and Rodent Droppings

Rodent droppings were observed in the portable.

Workers should be notified of the presence of feces and be provided with respiratory protection and/or other personal protective equipment (PPE) as deemed necessary for the work that they will be conducting.

3.9 Mould

Suspect mould was observed in the portable.

May be present on hidden building materials & fabrics.

Workers should be notified of the presence of mould and be provided with respiratory protection and/or other personal protective equipment (PPE) as deemed necessary for the work that they will be conducting.

If renovations/demolition do not proceed in the short-term, identified mould and/or moisture-impacted building materials should be removed in accordance with applicable guidelines and procedures for safe work (i.e. CCA 82).

When renovation/demolition of the subject building proceeds, building materials hidden from the initial hazardous materials survey should also be inspected as removed for the presence of fungal activity. During demolition, workers should be notified of the potential presence of mould and be provided with respiratory protection and/or other personal protective equipment (PPE) as deemed necessary for the work that they will be conducting).

3.10 Arsenic

Treated wood was not observed.

Although wood and wood dusts contaminated with arsenical pesticides do not require specialized disposal in BC, care must be exercised to minimize the potential for worker exposure to these materials through direct skin contact or through inhalation of dusts and fumes. Caution must be taken to ensure this material is not burned or composted if removed during demolition activities.

3.11 UFFI

No UFFI was observed during the investigation.

3.12 Crystalline Silica

When silica-containing materials (i.e. fiberglass insulation, stucco, drywall, concrete, etc.) within the subject building are to be removed or affected during renovation activities, workers should use caution to avoid creating airborne silica dust such that airborne silica dust concentrations do not exceed the exposure limit as stipulated by BC Reg 396/97 (0.025 mg/m³).

This would include, but not be limited to, the following:

- Providing workers with respiratory protection
- Wetting the surface of the materials to prevent dust emissions and/or HEPA equipped extraction systems attached to drills and other power equipment
- Providing workers with facilities to properly wash prior to exiting the work area.

If the building is not renovated/demolished, silica-containing materials identified with the subject building can be managed in place. No further action is currently required.

4.0 Closure

This report has been prepared by TTE exclusively for the Client and is intended to provide a survey of the potential for the presence of hazardous materials on the site. The conclusions

made in this report reflect TTEs best judgment in light of the information available at the time of preparation. No other warranty, expressed or implied, is made. This report may not be relied upon by any other person or entity without the express written consent of TTE and the Client. Any use that a third party makes of this report, or any reliance on decisions to be made based on it, is the responsibility of such third parties. TTE accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

The findings of this report are based solely on data collected on site during this survey and on the conditions of the site during the completing of the work. TTE has relied on good faith on information proved by individuals and sources noted in the report. No other warranty, expressed or implied, is made.

If any conditions become apparent that differ significantly from our understanding of conditions as presented in this report, we request that we be notified immediately to reassess the conclusions provided herein.

This report is not intended for use as a scope of work for removal or as a specification section for inclusion in Tender Documents. Any unauthorized use of this report in that fashion is at the sole discretion and liability of the Owner.

We trust that the report meets your current requirements. Should you have any questions or concerns regarding the above, please do not hesitate to contact the undersigned.

Respectfully Submitted,

TSOLUM & TSABLE ENVIRONMENTAL LTD.

Prepared by:







Brian Helpard, Environmental Technician
AHERA Building Inspector #3509-20-C12-25858
E-mail: bhelpard@tsolum.com





Reviewed by:



Gillian Helpard, B.Sc., CIT, GIT
AHERA Building Inspector #3509-20-C12-25353
E-mail: ghelpard@tsolum.com

Appendix A – Sample Site Plan

-  Negative Asbestos sample
-  Positive Asbestos sample
-  Lead sample <90 mg/kg
-  Lead sample >89 mg/kg

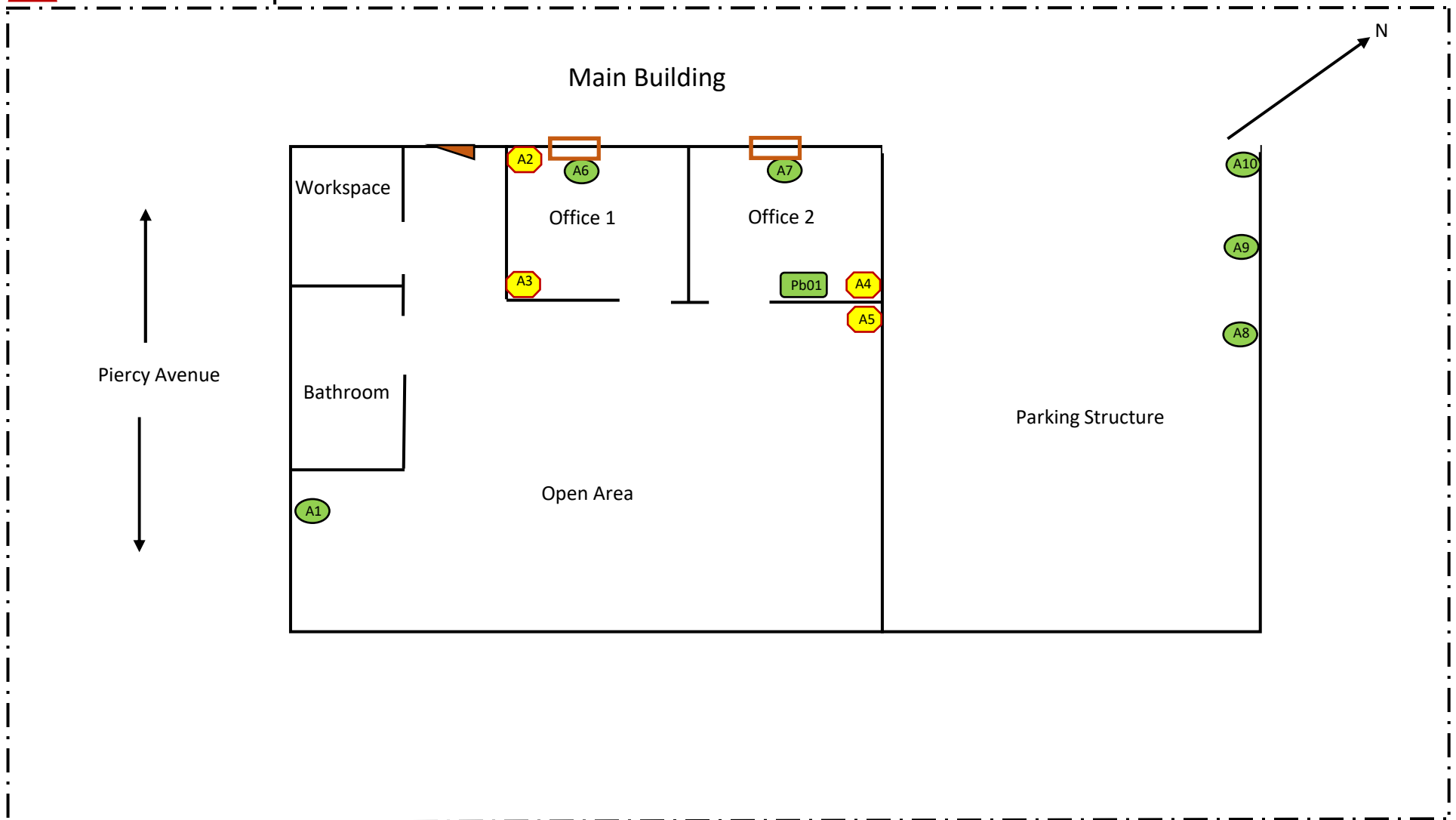
-  Leachate sample >4.9 mg/L
-  Leachate sample <5.0 mg/L
-  Windows
-  Doors

Tsolum & Tsable Environmental
Site Plan & Sample Log





1080 Piercy Avenue, Courtenay, BC





Appendix A
Figure 1

Not drawn to scale
Draftsman: Brian Helpard



1.) Commercial Space being renovated to suit owner. 2.) Single storey building. Area affected by renovations 950± ft².

-  Negative Asbestos sample
-  Positive Asbestos sample
-  Lead sample <90 mg/kg
-  Lead sample >89 mg/kg

-  Leachate sample >4.9 mg/L
-  Leachate sample <5.0 mg/L
-  Windows
-  Doors

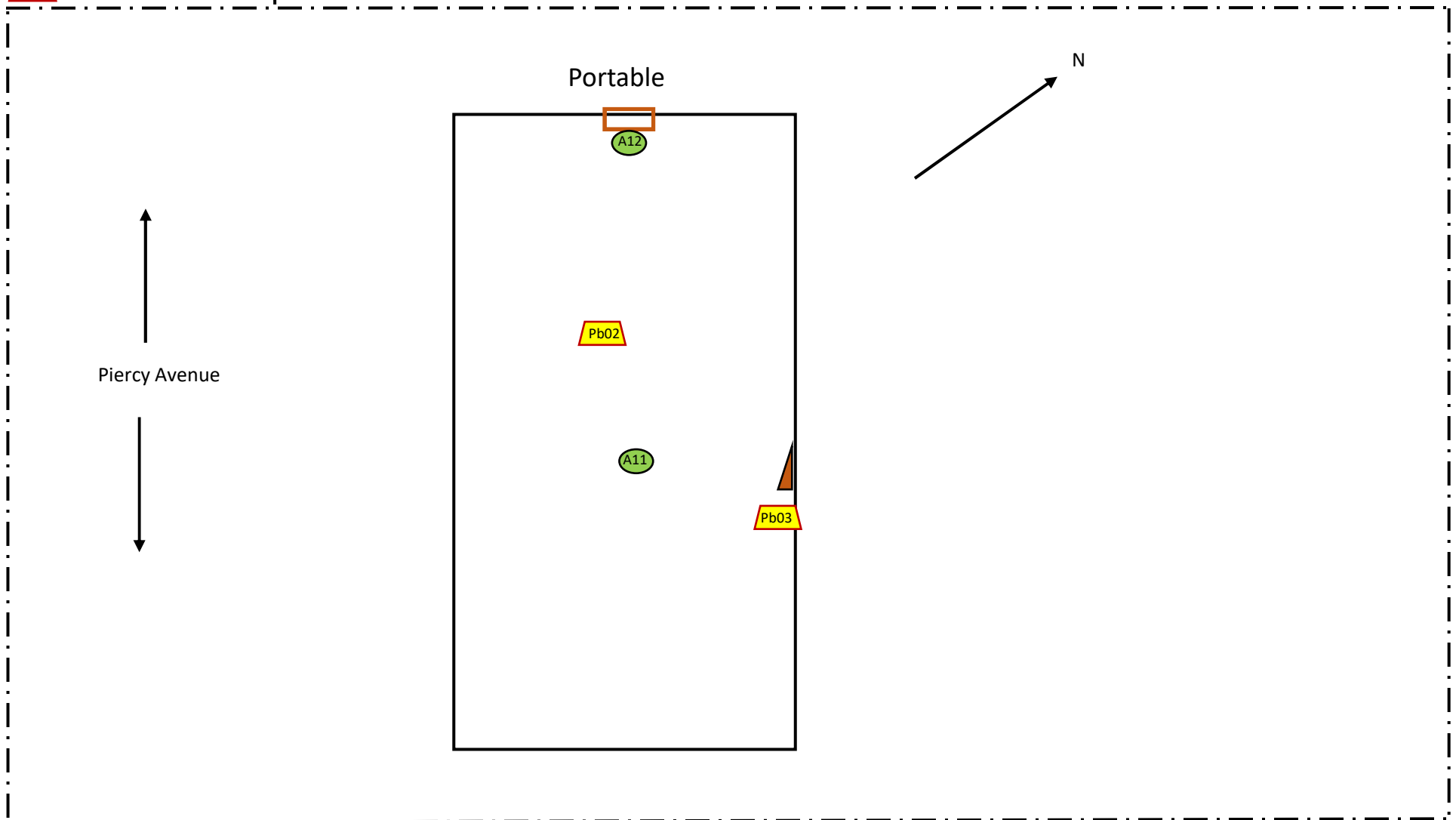
Tsolum & Tsable Environmental
Site Plan & Sample Log

1080 Piercy Avenue, Courtenay, BC





Appendix A





Figure 1

Not drawn to scale
Draftsman: Brian Helpard



1.) Commercial Space being demolished to suit owner. 2.) Single storey building. Area affected of demolitions 950± ft².

-  Negative Asbestos sample
-  Positive Asbestos sample
-  Lead sample <90 mg/kg
-  Lead sample >89 mg/kg

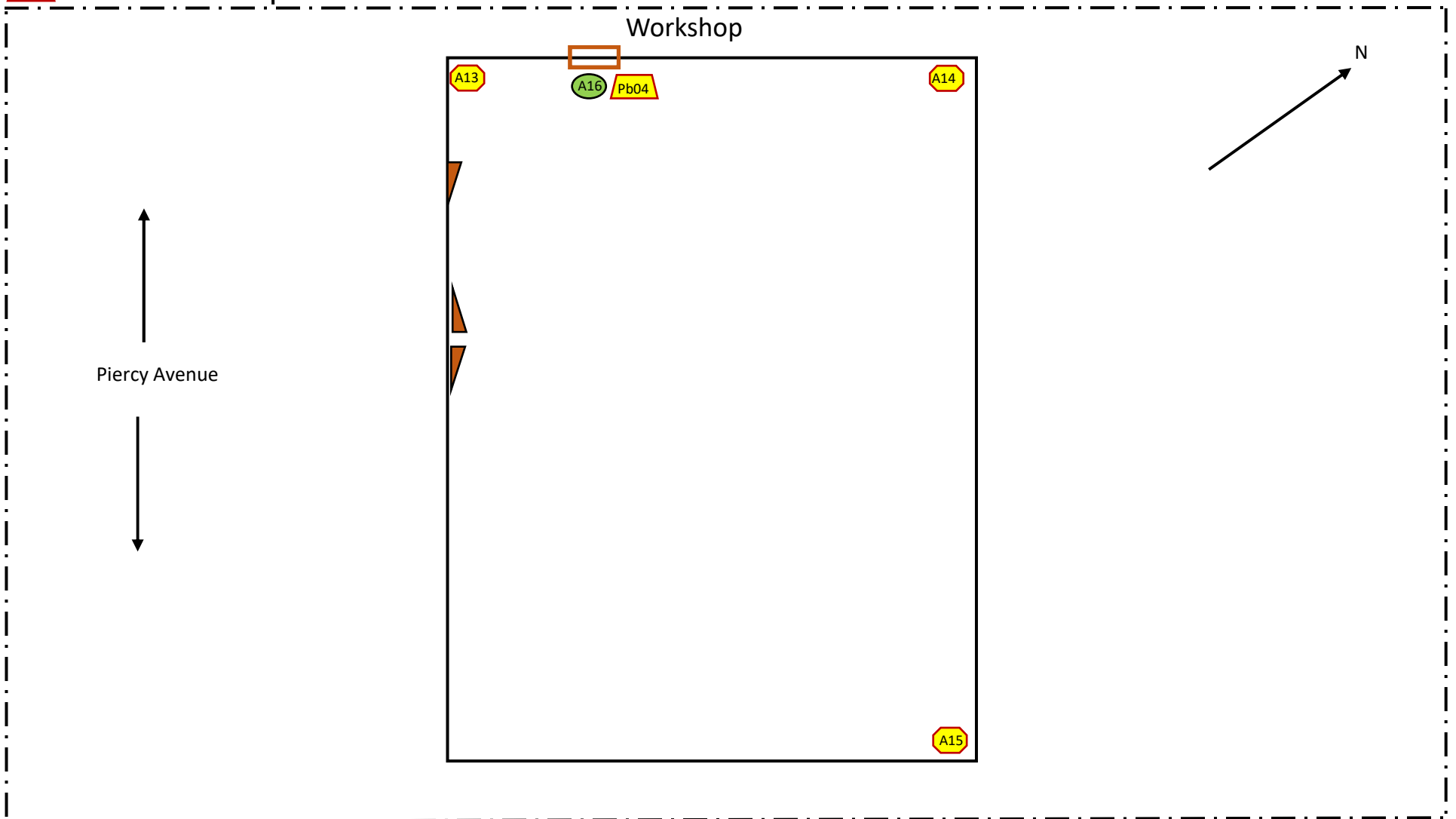
-  Leachate sample >4.9 mg/L
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-  Windows
-  Doors

Tsolum & Tsable Environmental
Site Plan & Sample Log

1080 Piercy Avenue, Courtenay, BC

Appendix A
Figure 1

Not drawn to scale
Draftsman: Brian Helpard



1.) Commercial Space being renovated to suit owner. 2.) Single storey building. Area affected of renovations 950± ft².

Appendix B – Sample Logs

APPENDIX B – BULK SAMPLE LOG

Project #	Site Address	Date Sampled
Z0016-026.01	1080 Piercy Avenue, Courtenay, BC	December 3, 2020

Sample #	HA #	Sample Type	Sample Location
Main Building			
1a,b,c		Ceiling Tile	Open Area
2		Vinyl Floor Tile	Office 1
3	1	Drywall Joint Compound	Office 1
4	1	Drywall Joint Compound	Office 2
5	1	Drywall Joint Compound	Open Area
6a,b	2	Window Mastic	Office 1
7	2	Window Mastic	Office 2
8	3	Stucco	Parking Structure
9	3	Stucco	Parking Structure
10	3	Stucco	Parking Structure
Portable Outbuilding			
11		Vinyl Floor Tile	Center
12		Window Mastic	Only Window
Workshop			
13	4	Drywall Joint Compound	Front right Corner
14	4	Drywall Joint Compound	Rear Right Corner
15	4	Drywall Joint Compound	Front Left Corner
16		Window Mastic	Only Window
Pb01		White Field	Main Building Interior Paints; Walls & Trims
Pb02		White Field	Portable Ceiling
Pb03		Yellow Field	Portable Door Trim
Pb04		Grey Field	Workshop Window Trim

Sampled By:	Received By:
BH	NN

Appendix C – Analytical Results



Tsolum and Tsable Environmental Ltd.

800A 8th Street
Courtenay, BC V9N 1N8
Tel: (250) 871-8638
Fax: (250) 871-8639
www.tsolum.com

Bulk Asbestos Certificate of Analysis

TTE Project #: Z0016-026

Samples analyzed by polarized light microscopy in accordance with EPA method 600/R-93/116
Quantifications at <0.25% is possible with this method

Report Version: v1

Client: City of Courtenay
Site Address: 1080 Piercy Avenue, Courtenay, BC
PO:

Sample Date: 03-Dec-20
Sampled By: TTE (BH)

Analysis Date: 07-Dec-20
Analyst: NN

Lab Sample Number	Sample Description	Location	Layer	Layer %	Asbestos %	Other Materials
Z0016-026-A1a	Ceiling Tile	Main Building Throughout	Paint White Grey Fibrous	5 95	ND ND	Non-Fibrous Fibrous (Fiberglass)
Z0016-026-A1b	Ceiling Tile	Main Building Throughout	Paint White Grey Fibrous	5 95	ND ND	Non-Fibrous Fibrous (Fiberglass)
Z0016-026-A1c	Ceiling Tile	Main Building Throughout	Paint White Grey Fibrous	5 95	ND ND	Non-Fibrous Fibrous (Fiberglass)
Z0016-026-A2	Vinyl Floor Tile	Main Building Office 1	Vinyl - Beige Adhesive	95 5	YES - Chrysotile 1-5% ND	Non-Fibrous Non-Fibrous
Z0016-026-A3	Drywall Joint Compound	Main Building Office 1	Paint - Cream Joint Compound Tape Joint Compound Paper Gypsum	10 20 15 20 15 20	ND YES - Chrysotile 1-5% ND ND ND ND	Non-Fibrous Non-Fibrous Fibrous (Cellulose) Non-Fibrous Fibrous (Cellulose) Non-Fibrous
Z0016-026-A4	Drywall Joint Compound	Main Building Office 2			PACM	
Z0016-026-A5	Drywall Joint Compound	Main Building Open Area			PACM	
Z0016-026-A6a	Window Mastic	Main Building Office 1	Mastic	100	ND	Non-Fibrous
Z0016-026-A6b	Window Mastic	Main Building Office 1	Mastic	100	ND	Non-Fibrous
Z0016-026-A7	Window Mastic	Main Building Office 2	Mastic	100	ND	Non-Fibrous
Z0016-026-A8	Stucco	Main Building Parking Structure	Aggregate Cementitious Grey	10 90	ND ND	Non-Fibrous Non-Fibrous
Z0016-026-A9	Stucco	Main Building Parking Structure	Aggregate Cementitious Grey	10 90	ND ND	Non-Fibrous Non-Fibrous
Z0016-026-A10	Stucco	Main Building Parking Structure	Aggregate Cementitious Grey	10 90	ND ND	Non-Fibrous Non-Fibrous

Notes:

* = Positive result may be due to contamination from adjacent asbestos containing layer
FAR = Further Analysis Required by EPA/600/R-04/004
ND = Not Detected
TR = Trace



Tsolum and Tsable Environmental Ltd.

800A 8th Street
Courtenay, BC V9N 1N8
Tel: (250) 871-8638
Fax: (250) 871-8639
www.tsolum.com

Sample Date: 03-Dec-20
Sampled By: TTE (BH)

Analysis Date: 07-Dec-20
Analyst: NN

Lab Sample Number	Sample Description	Location	Layer	Layer %	Asbestos %	Other Materials
Z0016-026-A11	Vinyl Floor Tile	Portable Out Building	Vinyl - Beige Black Fibrous Red Adhesive	50 40 10	ND ND ND	Non-Fibrous Fibrous (Cellulose) Non-Fibrous
Z0016-026-A12	Window Mastic	Portable Out Building Window	Mastic	100	ND	Non-Fibrous
Z0016-026-A13	Drywall Joint Compound	Shop	Paint - Grey Joint Compound Tape Joint Compound Paper Gypsum	10 20 15 20 15 20	ND YES - Chrysotile 1-5% ND YES - Chrysotile 1-5% ND ND	Non-Fibrous Non-Fibrous Fibrous (Cellulose) Non-Fibrous Fibrous (Cellulose) Non-Fibrous
Z0016-026-A14	Drywall Joint Compound	Shop			PACM	
Z0016-026-A15	Drywall Joint Compound	Shop			PACM	
Z0016-026-A16	Window Mastic	Shop Window	Mastic	100	ND	Non-Fibrous

Notes:

* = Positive result may be due to contamination from adjacent asbestos containing layer
FAR = Further Analysis Required by EPA/600/R-04/004
ND = Not Detected
TR = Trace



CERTIFICATE OF ANALYSIS

Work Order : **VA20C2611**
Amendment : **1**
Client : **Tsolum & Tsable Environmental Ltd.**
Contact : Brian Helpard
Address : 800A 8th Street
Courtenay BC Canada V9N 1N9
Telephone : 250-871-8638
Project : Z0016-026
PO : ----
C-O-C number : ----
Sampler : Ryan Camp
Site : 1080 Piercy Avenue, Courtenay, BC
Quote number : Q75819 - Water, Soil and Paint Sample Analyses
No. of samples received : 4
No. of samples analysed : 4

Page : 1 of 3
Laboratory : Vancouver - Environmental
Account Manager : Edward Ngai
Address : 8081 Lougheed Highway
Burnaby BC Canada V5A 1W9
Telephone : +1 604 253 4188
Date Samples Received : 04-Dec-2020 08:55
Date Analysis Commenced : 09-Dec-2020
Issue Date : 18-Dec-2020 12:51

This report supersedes any previous report(s) with this reference. Results apply to the sample(s) as submitted. This document shall not be reproduced, except in full.

This Certificate of Analysis contains the following information:

- General Comments
- Analytical Results

Additional information pertinent to this report will be found in the following separate attachments: Quality Control Report, QC Interpretive report to assist with Quality Review and Sample Receipt Notification (SRN).

Signatories

This document has been electronically signed by the authorized signatories below. Electronic signing is conducted in accordance with US FDA 21 CFR Part 11.

<i>Signatories</i>	<i>Position</i>	<i>Laboratory Department</i>
Kim Jensen	Department Manager - Metals	Metals, Burnaby, British Columbia
Ophelia Chiu	Supervisor - Organics Instrumentation	Organics, Burnaby, British Columbia



General Comments

The analytical methods used by ALS are developed using internationally recognized reference methods (where available), such as those published by US EPA, APHA Standard Methods, ASTM, ISO, Environment Canada, BC MOE, and Ontario MOE. Refer to the ALS Quality Control Interpretive report (QCI) for applicable references and methodology summaries. Reference methods may incorporate modifications to improve performance.

Where a reported less than (<) result is higher than the LOR, this may be due to primary sample extract/digestate dilution and/or insufficient sample for analysis.

Where the LOR of a reported result differs from standard LOR, this may be due to high moisture content, insufficient sample (reduced weight employed) or matrix interference.

Please refer to Quality Control Interpretive report (QCI) for information regarding Holding Time compliance.

Key : CAS Number: Chemical Abstracts Services number is a unique identifier assigned to discrete substances
LOR: Limit of Reporting (detection limit).

<i>Unit</i>	<i>Description</i>
mg/kg	milligrams per kilogram
mg/L	milligrams per litre
pH units	pH units

<: less than.

>: greater than.

Surrogate: An analyte that is similar in behavior to target analyte(s), but that does not occur naturally in environmental samples. For applicable tests, surrogates are added to samples prior to analysis as a check on recovery.

Test results reported relate only to the samples as received by the laboratory.

UNLESS OTHERWISE STATED on SRN or QCI Report, ALL SAMPLES WERE RECEIVED IN ACCEPTABLE CONDITION.

Analytical results in reports identified as "**Preliminary Report**" are considered authorized for use.

Qualifiers

<i>Qualifier</i>	<i>Description</i>
LTIS	<i>Limited sample available for TCLP or SPLP inorganics/SVOCs (<100g). Leachate fluid volume & sample weight were scaled down proportionately to permit analysis. Test results from modified TCLP or SPLP procedures may be unsuitable for regulatory purposes.</i>



Analytical Results

Sub-Matrix: Bulk (Matrix: Soil/Solid)					Client sample ID	Pb1 - White Main Bldg Interior Paints	Pb2 - White Portable Ceiling Paints	Pb3 - Yellow Portable Door Trim	Pb4 - Grey Shop Window Trim	----
Client sampling date / time					03-Dec-2020 11:00	03-Dec-2020 11:00	03-Dec-2020 11:00	03-Dec-2020 11:00	----	
Analyte	CAS Number	Method	LOR	Unit	VA20C2611-001	VA20C2611-002	VA20C2611-003	VA20C2611-004	-----	
					Result	Result	Result	Result	----	
Metals										
lead	7439-92-1	E494.Pb	5.0	mg/kg	46.7	252	987	91.1	----	
TCLP Metals										
pH, TCLP 1st preliminary	----	EPP444	0.010	pH units	----	6.20	7.40	----	----	
pH, TCLP 2nd preliminary	----	EPP444	0.010	pH units	----	1.58	1.73	----	----	
pH, TCLP extraction fluid initial	----	EPP444	0.010	pH units	----	4.90	4.90	----	----	
pH, TCLP final	----	EPP444	0.010	pH units	----	4.91 ^{LTIS}	5.50 ^{LTIS}	----	----	
lead, TCLP	7439-92-1	E444	0.25	mg/L	----	0.55	0.32	----	----	

Please refer to the General Comments section for an explanation of any qualifiers detected.

Appendix D – Applicable Statutes and Regulations

The statutes and regulations relevant to the identification, removal, disposal or recycling of hazardous chemicals, wastes and building materials include the:

Occupational Health and Safety Regulation (BC Reg. 296/97 as amended by 404/2012);

Hazardous Waste Regulation (BC Reg. 63/88, amended by 63/2009);

Ozone Depleting Substances and other Halocarbons Regulation (BC Reg. 387/99 as amended by 317/2012);

Recycling Regulation (BC Reg. 449/2004, as amended by 88/2014);

PCB Regulations (SOR/2008-273 as amended by SOR/2011-301);

Canadian Environmental Protection Act (CEPA) (SC 1999, c 33 as amended by SI/2014-32);

Nuclear Safety and Control Act, Nuclear Substances and Radiation Devices Regulations (SOR/2000-207 as amended by SOR/2008-119); and,

Hazardous Products Act, Surface Coating Materials Regulations (SOR/2005-109 as amended by 2010-224).

Asbestos Containing Materials (ACM)

An asbestos containing material is defined as any manufactured article or other material that contains at least 0.5% asbestos (>0% for vermiculite insulation). Friable asbestos “means any material which, when dry, can be easily crumbled or powdered by hand pressure” as defined under the BC Occupational Health and Safety Regulation (BC Reg 296/97). Examples of potentially friable ACM includes sheet vinyl flooring, vermiculite insulation, and duct tape. Products known to contain non-friable asbestos include vinyl floor tile, drywall joint compound, and Transite cement products.

Asbestos in the workplace is defined as a “Designated Substance” under the Occupational Health and Safety Regulation (OSHR) published by the Workers Compensation Board (WCB) which governs safe handling of ACMs at the workplace. This regulation requires property owners to notify workers of the presence of friable ACMs, once their presence has been confirmed.

Due to its carcinogenic potential, asbestos is designated as an ALARA substance; worker exposure to this product must be kept “as low as reasonably achievable” (ALARA). All Asbestos containing materials must be abated by a qualified professional in accordance with the OSHR.

Waste handling and disposal of ACMs is governed by the OHSR, Waste Management Act (1988) and Hazardous Waste Regulation (HWR). The transportation of ACMs is governed by the Transportation of Dangerous Goods (TDG) Act / Regulation (July 2010).

Lead Based Paints (LBP)

Lead in the workplace is defined as a “Designated Substance” under the OHSR. The OHSR governs safe handling of lead in the workplace. This regulation requires owners of the Property to notify the workers, and post warning signs at the boundary of any work area where hazardous lead exposures could occur and/ or once the presence has been confirmed. As an ALARA substance, worker exposure must be kept as low as reasonably achievable.

Toxicity Characteristic Leaching Procedure (TCLP) testing of positively identified lead paint applications is typically required to determine if the painted applications are classified as a hazardous waste as outlined in the Ministry of Environments Special Waste Act.

The federal governments legislation, Surface Coating Materials Regulations – SOR/2016-193, section 2, defines lead based paint as “A surface coating material must not contain more than 90 mg/kg (90 ppm) total lead when a dried sample is tested in accordance with a method that conforms to good laboratory practices.” Lead based paints over 600 ppm are considered an occupational safety hazard.

In addition to lead based paints, lead may be used in its pure metallic form or combined chemically with other elements to form lead compounds. Metallic lead is used to make products such as electric storage batteries, ammunition, lead solder, radiation shields, pipes, and sheathes for electric cables. Metallic lead is sometimes combined with other metals such as copper, tin, and antimony as lead alloys for use in the manufacture of a variety of metal products. Lead is commonly found in buildings in the solder used on copper domestic pipes, in the caulking on bell fittings of cast iron drainage pipes, and in electrical equipment.

Poly Chlorinated Biphenyls (PCBs)

PCBs were used widely as coolants and lubricants in transformers, capacitors, and other electrical equipment. In fluorescent fixtures PCBs were usually found within the small capacitors inside the ballast that controls the lamp.

In Canada, polychlorinated biphenyls (“PCBs”) were prohibited from being used in products, equipment, machinery, electrical transformers and capacitors, which were manufactured or imported into the country after July 1, 1980. However, older equipment in use after this date may still contain PCBs.

Polychlorinated biphenyls (PCB) are regulated under both federal (Canadian Environmental Protection Act) and BC Hazardous Waste Regulation and must

be treated as PCB waste and be stored and disposed of accordingly.

Although rare, paints have been known to contain PCBs. Older elevator motors, transformers and hydraulic systems may also have PCB-containing oil.

Mould and Other Microbial Contaminants

The OHSR applies to workplaces with mould showing on exposed or hidden surfaces, or where mould may be a factor in complaints regarding indoor air quality. Section 4.79 of the OHSR requires an investigation of a worker's complaint related to indoor air quality.

Microbial growth can be found on a wide range of wet building materials (most often paper or wood-based) in old or new buildings where there has been significant water damage. The removal of building materials impacted by mould growth may require workers with specific training and experience using work procedures that have been developed to protect workers and work areas from exposure to elevated concentrations of airborne mould.

Crystalline Silica

Silica is found in concrete, cement, mortar, ceramic wall and floor tiles, stucco finishes, and acoustic ceiling tiles.

Prolonged exposure to, and inhalation of, free crystalline silica, may result in a respiratory disease known as silicosis, which is characterized by progressive fibrosis of inner lung tissue and marked shortness of breath or impaired lung function.

Exposure to silica dust is governed the BC Occupational Health and Safety Regulation BC Reg. 297/97. According to the Regulation, the time weighted average exposure limit for airborne silica dust is 0.025 mg/m³.

Studies show that when common construction work tasks involving the sanding, drilling, chipping, grinding, cutting, sawing, sweeping, and blasting of concrete and concrete products are conducted without using dust controls, workers are exposed to airborne silica concentrations at levels far above the occupational exposure limits.

Crystalline silica is an ALARA substance; worker exposure to this product must be kept "as low as reasonably achievable" (ALARA). Employers are required to develop an exposure control plan (ECP) when workers are or may be exposed to airborne concentrations of these materials in excess of 50% of the exposure limit.

Ozone Depleting Substances (ODS)

An ODS refers to any substance containing chlorofluorocarbon (CFC), hydro chlorofluorocarbon (HCFC), halon, or any other material capable of destroying ozone in the atmosphere. ODSs have been used in rigid polyurethane foam and insulation, laminates, aerosols, air conditioners, fire extinguishers, cleaning solvents and the sterilization of medical equipment. Federal regulations introduced in 1995 required the elimination of production and import of CFCs by 1 January 1996 (subject to certain essential uses) and a freeze on the production and import of HCFC-22 by 1 January 1996. These regulations also require the complete elimination of HCFC-22 by the year 2020.

While the regulations allow the continued use of halocarbon refrigerants, they strictly prohibit any person from releasing into the environment any halocarbon.

In the case of demolition, these materials will require proper recovery and disposal. The BC Ozone-Depleting Substances Regulations would also apply to any CFC/ODS abatement procedures. These regulations require that all ODS must be collected, stored and recycled, or collected and disposed appropriately by a licensed professional.

Mercury

Mercury is commonly found in buildings as mercury vapour in lighting, thermostats, thermometers, electrical switches, manometers (i.e. medical sphygmomanometers) and can also be found in minor amounts in fluorescent lamp tubes and vapour bulbs and may be present in stable forms in adhesives.

As a hazardous substance, transportation and disposal of this substance must be done in compliance with the federal Transportation of

Dangerous Goods (TDG) Regulations and the BC Hazardous Waste Regulation.

Radioactive Components

Some smoke alarms contain small sealed radioactive sources in the form of Americium 241. This material is sealed into a metal case within the smoke detector and must not be damaged or tampered with. As long as a smoke detector is used as directed and is not opened or damaged, it poses no radiation health risk to humans.

Ceramic tiles and some forms of granite sometimes contain radioactive materials. These materials should be checked prior to work being carried out on them to determine if radioactive materials are present.

UFFI

Urea formaldehyde-based thermal insulation is foamed in place and used to insulate buildings. Urea formaldehyde Foam Insulation (UFFI) was banned in 1978. It was prohibited due to the high levels of formaldehyde that were given off during the installation process, as well as the continued off-gassing of formaldehyde from poorly installed insulation. All such material was to have been removed and replaced. Standard real estate agreements currently contain a "No UFFI" clause and as a best management practice, all buildings containing UFFI should have the material removed. UFFI is still found in many buildings in BC.

Arsenic

Arsenic is a hazardous substance, and any maintenance or abatement involving materials containing arsenic or arsenic compounds must be done in compliance with the BC Occupational Health and Safety Regulations (BCOHSR).

Arsenic has long been used as a pesticide due to its toxic properties. Arsenical pesticides, often in the form of chromated copper arsenate (CCA), when

applied with high pressure to wood, serve to extend the structural life of the material by making it resistant to mould, rot and insect infestation.

Studies have shown that these materials have the ability to leach arsenic into the soil. Arsenic can also be present in small amounts in paint.

Aboveground / Underground Storage Tanks

Storage tanks containing fuels have the ability to leak over time and can result in soil and groundwater contamination. These tanks must be observed and checked over time to ensure they do not leak. Evidence of leaks must be investigated, and any potential contamination remediated. The Canadian Council of Ministers of the Environment (CCME) publishes a Code of Practice for the safe management of aboveground and underground storage tanks.

Hantavirus – Rodent Droppings

The Hantavirus is a virus associated with Hantavirus Pulmonary Syndrome, a disease caught through contact with the urine or droppings of infected rodents, or by being bitten or scratched by them.

The disease starts off like a cold or flu (fever, sore muscles, headaches, nausea, vomiting), but progresses to pneumonia-like conditions within a few days. The change in intensity of the symptoms is very rapid and can result in fluid build-up in the lungs and respiratory failure.

Possible exposure to Hantavirus is regulated under the BC Occupational Health and Safety Regulation. Employers with workers who have a risk of exposure must have an exposure control plan (ECP) in place prior to allowing their workers to come into contact with this material. As with all other hazardous substances, all personnel working around or with such materials must be made aware of their presence and be supplied with training in the potential health effects and means of avoiding exposures.

Appendix E – WorkSafe BC Sampling Density Requirements

Type of Material	Area of homogeneous Materials**	Minimum number of bulk samples to be collected***
Surfacing materials, including textured coatings, drywall mud, plasters, and stucco	Less than 90 m ² (approximately 1,000 ft ²)	At least 3 samples of each type of surfacing material
	Between 90 and 450 m ² (approximately 5,000 ft ²)	At least 5 samples of each type of surfacing material
	Greater than 450 m ²	At least 7 samples of each type of surfacing material
Sprayed insulation and blown-in insulation, including sprayed fireproofing	Less than 90 m ² (approximately 1,000 ft ²)	At least 3 samples
	Between 90 and 450 m ² (approximately 5,000 ft ²)	At least 5 samples
	Greater than 450 m ²	At least 7 samples
Loose vermiculite insulation (including vermiculite insulation within concrete masonry units, or CMUs)	Less than 90 m ² (approximately 1,000 ft ²)	At least 3 samples
	Between 90 and 450 m ² (approximately 5,000 ft ²)	At least 5 samples
	Greater than 450 m ²	At least 7 samples
Ceiling Tiles	Less than 90 m ² (approximately 1,000 ft ²)	At least 3 samples
	Between 90 and 450 m ² (approximately 5,000 ft ²)	At least 5 samples
	Greater than 450 m ²	At least 7 samples
Flooring, including vinyl sheet flooring (and backing) and floor tiles	Any size	At least 1 sample per flooring type in each room (and 1 from each layer of flooring)
Levelling compounds and mortars	Any size	At least 3 Samples
Asbestos Ropes, gaskets, wires, etc.	Any size	Atleast 1 sample
Mechanical insulation, including duct taping, pipe insulation, elbows and boiler/tank or vessel insulation	Any size	At least 3 samples

Mastics and putties, including duct mastic (around penetrations) and window putty	Any size	At least 3 samples
Roofing materials, including felting and shingles	Less than 90 m ² (approximately 1,000 ft ²)	At least 1 sample (each layer of material must be sampled)
	Between 90 and 450 m ² (approximately 5,000 ft ²)	At least 2 samples (each layer of material must be sampled)
	Greater than 450 m ²	At least 3 samples (each layer of material must be sampled)
Asbestos cement (transite) board and pipe	Any size	At least 1 sample
Other sprayed materials	Any size	At least 1 sample per type of material
Other non-friable materials	Any size	At least 1 sample per type of material

* The information in this table is taken from: WorkSafeBC publication BK27 *Safe Work Practices for Handling Asbestos (2017)*.

** Homogeneous material is considered uniform in texture and appearance, was installed at one time, and is likely to be of only one type of material or formulation.

*** If the material is assumed to contain asbestos, samples do not have to be collected. The professional judgment of a qualified person can be used to reduce the number of bulk samples of homogeneous materials. If fewer samples than the minimum recommended number are collected, surveyors should document the rationale for their position in the survey report.

Appendix F – Contractor Sign off Sheet

By signing below, you acknowledge that you have been informed as to the nature and location of all known and suspected hazardous materials including asbestos as per OHSR 20.112 that are found at the subject site. As the contractor, you will make every effort to undertake your work duties in a manner that will avoid disturbing or otherwise impacting these materials without following WorkSafe BC approved procedures. If through your work these applications are to be disturbed or have been inadvertently disturbed, it is your responsibility to inform the client named in this report.

In the event any additional suspect hazardous materials are encountered during renovation or demolition activities, work on those materials must stop immediately and remain undisturbed until testing confirms the presence or absence of asbestos or other hazardous material. If any material suspected of containing asbestos or another hazardous material is disturbed during the work, all work shall stop until the area is contained, the hazard evaluated by a qualified professional and the hazardous materials, if indeed present, is safely managed by a qualified contractor.

Company / Name	Signature	Date



"TITLE OF" AGREEMENT

THIS AGREEMENT made the **XX** day of **XX**, 2021.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue

Courtenay, B.C.

V9N 2J7

(hereinafter the "City")

OF THE FIRST PART

AND

CONTRACTOR

(hereinafter the "Contractor")

OF THE SECOND PART

WHEREAS:

The City wishes to hire the Contractor for the Work as described herein, and desires to engage the Contractor to perform said Work.

The Contractor has agreed to perform the said Work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. CONTRACTOR'S SERVICES TO THE CITY

- 1.1 The Contractor shall provide and be fully responsible for the following services, **description of work or services**, (hereinafter called the "Work"):
- 1.2 The Contractor must provide and is responsible for the Work outlined in their proposal dated **XX**, (attached hereto as *Schedule A*) submitted to the City by the Contractor in response to the City's bid opportunity **XX + Addendums** (attached hereto as *Schedule B*), forming an integral part of this Agreement.
- 1.3 The Contractor shall perform the Work:
 - a) With the degree of care, skill and diligence normally applied in the performance of Work of a similar nature;
 - b) In accordance with current professional practices;
 - c) In conformance with the latest industry standards and regulations applicable at the time of the Work to be undertaken.
- 1.4 The Contractor must furnish all personnel required to perform the Work and personnel must be competent and qualified to perform the Work.
- 1.5 Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.6 The Contractor must commence the Work in a timely manner and carry out the Work in accordance with the completion dates set out in the work plan and stated on the Bid Form.

2. TERM OF CONTRACT & PERFORMANCE EVALUATION

- 2.1 The Work shall be completed on or before the date agreed to by the Contractor and the City, subject to inspection and approval by the City's project representative.
- 2.2 All contracts and any applicable extensions, are subject to a performance evaluation to be conducted by the City either at the end of the project or annually, whichever is earliest.

3. PAYMENT

- 3.1 In consideration of the Work performed by the Contractor to the satisfaction of the City, the City shall pay to the Contractor the unit prices as prescribed in *Schedule A* attached hereto and forming an integral part of this Agreement. Any addition to *Schedule A* or price increase requested by the Contractor must be approved in writing by the City.
- 3.2 The Contractor shall submit detailed invoices each month. Each invoice will show the purchase order number **XX**, the percentage of the Services that are complete, and the amount of the GST applicable. The City shall pay the invoice net 30 days of receipt. Invoices are to be submitted (email preferred) to:

City of Courtenay
Accounts Payable

830 Cliffe Avenue,
Courtenay, B.C. V9J 2N7
finance@courtenay.ca

- 3.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.
- 3.4 The contract price or schedule of rates included in *Schedule A* shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover all profit and all costs of supervision, labour, material, equipment, overhead, financing, warranty work, and all other costs and expenses whatsoever incurred in completing the Work.
- 3.5 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of the billing to the City, including but not limited to hours worked, details of disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments as shall be reasonably necessary or advisable.

4. CHANGES TO SCOPE OF WORK

- 4.1 The City may at any time vary the scope of work to be provided by the Contractor as part of the Work. In that case and where this Agreement contains a limit or limits in Section 3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Work, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of the Work, the Contractor shall so advise the City within five (5) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor.

5. UNDERTAKING OF RELEASE AND INDEMNIFICATION

- 5.1 The Contractor hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents, and sub-contractors in connection with their performance of the Work under this Agreement except where such loss arises solely out of negligence on the part of the City, its officers, servants and agents.
- 5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. INSURANCE

- 6.1 The Contractor agrees to obtain at its own expense and submit to the City prior to commencing the Work under this Agreement:
- a) Comprehensive General Liability Insurance (CGL) policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned

Vehicles, including Broad Form products and completed operations, shall name the City as an additional insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement;

- b) Motor Vehicle Insurance, including bodily injury and property damage in an amount not less than \$2,000,000 per occurrence covering all owned, non-owned, leased, rented or temporary vehicles;
 - c) The Contractor is responsible for any deductible amounts under the policies. The cost of all insurance required by this Agreement shall be included in the Contractor's fees.
 - d) The insurance policies shall be on terms satisfactory to the City. Insurance policies must be signed by an authorized representative of the insurance brokerage firm. Proof of the insurance policies, to the satisfaction of the City, and shall be delivered to the City prior to commencement of the Work. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and amount of insurance, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.
- 6.2 Should the Contractor hire a sub-contractor (pre-approved by the City) to perform any work related to the Work, the Contractor shall in turn, ensure the sub-contractor has obtained insurance on the same terms as outlined in 7.1 above. Such insurance shall include the City as an additional insured and shall include coverage for all operations required for the sub-contractor's work under this Agreement.
- 6.3 The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

7. LICENSES AND PERMITS

- 7.1 a) A City of Courtenay Business License or Mid-Island Inter-municipal Business License valid for the term of the work to carry out and complete the Works; and
- b) All other permits and licenses necessary to carry out and complete the Works.

8. HEALTH & SAFETY

- 8.1 During the term of this Agreement the Contractor shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C.
- 8.2 The Contractor shall provide a copy of the Contractor's Health & Safety Program and/or Safe Work procedure to the City prior to the commencement of the Work.
- 8.3 The Contractor shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC for the term of the Agreement.
- 8.4 If the Contractor fails to comply with any clause 8.1, 8.2 and 8.3 of this Agreement, the City may terminate this Agreement for cause.
- 8.5 The Contractor may be designated the Prime Contractor by the City for the immediate

and/or designated Work area. The Contractor shall complete, authorize and forward a Prime Contractor Designation form to the City prior to the commencement of the Work.

- 8.6 If designated Prime Contractor, the Contractor shall coordinate a work site risk assessment with the City's project representative prior to commencement of any Work.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 9.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

10. CITY APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City derogate from the duties and obligations of the Contractor, with respect to the Work and all responsibility for the Work is the Contractor's.

11. DEFAULT AND TERMINATION

- 11.1 The City reserves the right, at its sole discretion, to terminate the Agreement for any reason, including in the event the Contractor is in default due to an insolvency event or the Contractor fails to perform any of the Contractor's obligations under this Agreement or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, upon providing ten (10) days written notice to the Contractor.
- 11.2 At the time of a default event, or at any time thereafter, the City may at its option elect to do any one or more of the following:
- a) By written notice to the Contractor, require that the event of default be remedied within a time period specified in the notice;
 - b) Pursue any remedy or take any other action available to it at law or in equity; or
 - c) By written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 11.2.a.
- 11.3 No failure or delay on the part of the City to exercise its rights in relation to an event of default will constitute a waiver by the City of such rights.
- 11.4 If the City terminates this Agreement the City must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of the Agreement. The Contractor must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of this Agreement.

11.5 The payment by the City of the amount described in Section 11.4 discharges the City from all liability to make payments to the Contractor under this Agreement.

12. NON-DISCLOSURE

12.1 The Contractor acknowledges that in performing the Work required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.

12.2 The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor and agrees not to disclose it to any third party either during performance of the Work or after the Work have been rendered under this Agreement.

13. CONFLICT OF INTEREST

13.1 The Contractor agrees it will not provide any Work or Services to any person in circumstances that, in the City's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the City under this Agreement.

13.2 The Contractor declares and confirms that it has no pecuniary or other interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in performing the Work.

13.3 If any such conflict of interest occurs during the term of this Agreement, then the Contractor shall immediately declare it in writing to the City and, at the direction of the City, the Contractor shall promptly and diligently take steps to the satisfaction of the City to resolve the conflict.

14. WARRANTIES

14.1 The Contractor shall supply a minimum warranty for the Work which shall survive the date of completion of the Work as agreed to by the Contractor and the City.

14.2 The minimum warranty for labour shall be one (1) year and the materials warranty shall be as per the manufacturer's or Contractor's warranty, whichever is greater.

15. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

15.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.

15.2 This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

16. ENVIRONMENTAL IMPACT REDUCTION REQUIREMENTS

16.1 The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to

conserve natural resources and to minimize negative impacts on the environment, while retaining optimal product or service performance. The City encourages the Contractor and sub-contractors to minimize impacts on the environment including recycling, re-use of materials where applicable and reduction of landfill waste.

16.2 Non-idling of Vehicles

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

17. FORCE MAJEURE

17.1 Definitions relating to force majeure;

a) "Event of Force Majeure" means one of the following events:

- i) a natural disaster, fire, flood, storm, epidemic or power failure;
- ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
- iii) a strike (including illegal) work stoppage or slowdown) or lockout, or
- iv) a freight embargo.

If the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

17.2 Consequences of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 17.3.

17.3 Duties of Affected Party

An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit

the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Date: _____

SCHEDULE D

“PRIME CONTRACTOR DESIGNATION”

PROJECT TITLE: R21-16 Asbestos Abatement 1080 Piercy Ave
WORK DESCRIPTION: Removal and Disposal of Asbestos Products
LOCATION: 1080 Piercy Ave, Courtenay, B.C.
OWNER: City of Courtenay

This declaration is a WorkSafe BC requirement for work on City-owned properties, projects, and developments.

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

“**multiple-employer Workplace**” means a Workplace where workers of 2 or more employers are working at the same time;

“**prime contractor**” means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or; (b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

(2) The prime contractor of a multiple-employer Workplace must:

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and;

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that Workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the Workers Compensation Act and WorksafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Courtenay (the “Owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers Compensation Board Occupational Health and Safety Regulation and the *Workers' Compensation Act*.

Any WorksafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers' Compensation Act for all work on City-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

WorkSafe BC Notice of Project No. (if applicable): _____

Company: _____

Signed: _____
(Authorized Signatory)

Date: _____