



ITT NO. ENG 18-02

DEMOLITION OF 1237 ESQUIMALT ROAD

**Due Date:
JUNE 19, 2018**

**Closing Time:
2:00 PM Local Time**

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INVITATION TO TENDER

The Township of Esquimalt (Township) invites Tenders from interested and qualified parties for the demolition of the structure at 1237 Esquimalt Road along with site restoration.

The major components of the work will include:

- Hazardous material abatement
- Building demolition
- Debris removal and disposal
- Salvage of material
- Site restoration including fill and gravel surface

Contract Documents are available during normal business hours of 8:30 am to 4:00 pm from the Engineering Department at the Corporation of the Township of Esquimalt, Third floor, 1229 Esquimalt Road, Esquimalt BC V9A 3P1. There will be a \$50.00 fee (GST included) for hardcopy documents. Please make cheques payable to the **Corporation of the Township of Esquimalt**. Digital copies of the Contract Documents are available at no charge online at www.esquimalt.ca, www.bcbid.gov.bc.ca and www.civicinfo.bc.ca.

An **Optional** site meeting is scheduled for 10:00 am (local time) on June 14, 2018 at 1237 Esquimalt Road, Esquimalt BC.

Sealed tenders clearly marked "ITT No. ENG 18-02 – Demolition of 1237 Esquimalt Road" will be received no later than **2:00 PM local time, Tuesday, June 19, 2018** at the following address:

Attention: Jeff Miller, Director, Engineering and Public Works
Corporation of the Township of Esquimalt
3rd Floor, 1229 Esquimalt Road
Esquimalt BC V9A 3P1

Tenders received after the closing date and time will be rejected and/or returned. A public opening will follow the closing of the tender.

Tenders will be accompanied by a security deposit in the amount not less than 10% of the bid.

The Township may not necessarily accept the lowest price tendered, or any tender. At its sole discretion, the Township reserves the right to reject any or all bids received and to accept any bid which it considers advantageous, whether or not it is the lowest priced bid. The Township is under no obligation to award a contract, and reserves the right to terminate the Invitation to Tender process at any time, and to withdraw from discussions with all or any of the Bidders who have responded.

INSTRUCTIONS TO BIDDERS

1. Optional Site Meeting

An optional site meeting is scheduled for 10:00 am (local time) on June 14, 2018 at 1237 Esquimalt Road, Esquimalt, BC.

2. Clarification of Contract Documents

It is the Bidder's responsibility to view the site to determine the existing conditions, dimensions, and limitations. The Bidder shall rely upon his/her own judgement in submitting a Tender, and will include in the Tender a sum sufficient to cover all items required for the types of work specified. The Bidder will be responsible to investigate the project requirements and complete the works to the satisfaction of the Township. In submitting a Tender, the Bidder confirms they have viewed the work site.

Any questions concerning this Invitation to Tender should be directed in writing to:

Jeff Miller, P.Eng., Project Manager
Engineering and Public Works Departments
Phone: 250-414-7147
Fax: 250-414-7160
Email: jeff.miller@esquimalt.ca

Inquiries should be made as soon as possible before the closing date. The Township reserves the right not to respond to inquiries made within three days of the Closing Date and Time. Inquiries and responses will be recorded and may be distributed to all Bidders at the discretion of the Township.

Any addenda issued during the Tender period shall be considered as part of the Invitation to Tender documents. Verbal answers are only binding when confirmed by written addenda.

The Township shall not be responsible for any instructions or information given to any Bidder other than by the Project Manager.

While the Township has made every effort to ensure the accurate presentation of the information in the Tender document, the Bidder must conduct their own investigation and due diligence into the facts. Nothing in the Tender document is intended to relieve the Bidder from forming its own opinions and conclusions in respect to the Tender in its entirety.

3. Agreement on Internal Trade/Tilma

This procurement may be covered by the Agreement on Internal Trade, Annex 502.4 -Procurement ("AIT") and by the NWPTA.

4. Addenda

If a Bidder is in doubt as to the correct meaning of any part of the specifications, Invitation to Tender, or other documents, or finds errors, omissions or discrepancies therein, the Bidder may submit a request for interpretation or correction thereof and, if deemed necessary by the Township, an addendum will be issued to all persons receiving such specifications and documents.

An addendum will also be issued by the Township to all persons receiving specifications and other documents should the Township, on its own accord, wish to expand or delete any portion of the said specifications or documents.

No responsibility will be accepted for oral instructions. Addendum or correspondence issued during the Tender period shall be considered as part of this document and become part of the final Contract documents. No additions or deletions from the contents of these documents will be permitted except those provided by the Township.

Any and all addendums to this bid opportunity will be posted on our website at www.esquimalt.ca, www.bcbid.gov.bc.ca and www.civicinfo.bc.ca . It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to the tender closing.

The Township of Esquimalt will not issue addenda less than three (3) days prior to the closing date without a corresponding reasonable extension of the closing date.

5. **Solicitation**

Except to the extent expressly permitted or contemplated in the Tender, if any director, officer, employee, agent or other representative of a Bidder makes any verbal or written communication in any form to the Mayor, any Councillor, officer or employee of the Corporation with respect to the Tender, whether before or after the submission of the Tender, the Corporation shall be entitled to not accept the Tender.

6. **Amendment of Tender**

A Bidder may amend or revoke a tender by giving written notice delivered by hand to the location referred to in the Closing Date and Time in the Instruction to Tenders or by Fax to “ Attention: Jeff Miller, Director of Engineering and Public Works”, Fax: 250-414-7160 at any time up until the Tender Closing Date and Time.

An amendment or revocation must be signed by an authorized signatory. If the Tender amendment or revocation is sent by fax, the Bidder assumes the entire risk that the equipment and staff will properly receive the fax containing the amendment or revocation before the Closing Date and Time. The Township assumes no risk or responsibility whatsoever that any fax will be received and shall not be liable to any Bidder if for any reason a fax is not properly received.

7. **Schedule**

The project is to be completed by July 31, 2018 or earlier.

8. **Confidentiality**

This document or any portion thereof may not be used for any purpose other than providing a Tender. The successful Bidder shall agree not to divulge or release any information that has been given to them or acquired by them on a confidential basis during the course of carrying out its duties or performing its services.

It is the Township's policy to maintain confidentiality with respect to all confidential information related to the Tender, but the Township is subject to Freedom of Information and Privacy Act.

All submissions become the property of the Township and will not be returned to the Bidder.

9. Conflict of Interest

Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the Township. If requested by the Township, Bidders must provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the Township's request.

10. Responsibility of Losses

The Bidder acknowledges and agrees that the Township will not be liable or otherwise responsible for any costs, expenses, losses or damages incurred directly or indirectly by the Bidder as a result of, or arising out of, submitting a tender for the proposed contract or the Township's acceptance, or non-acceptance, of any tender.

11. Closing Date and Time

Sealed tenders clearly marked "ITT No. ENG 18-02 – Demolition of 1237 Esquimalt Road" will be received no later than **2:00 PM local time, Tuesday, June 19, 2018** at the following address:

Attention: Jeff Miller, Director, Engineering and Public Works
Corporation of the Township of Esquimalt
3rd Floor, 1229 Esquimalt Road
Esquimalt BC V9A 3P1

Tenders received after the closing date and time will be rejected and/or returned. A public opening will follow the closing of the tender.

Bid documents transmitted by facsimile machine or electronic media will not be considered.

12. Duration of Tender

The Tender will be irrevocable and open for acceptance by the Township for a period of thirty (30) working days from the day following the Tender Closing Date and Time, even if the tender of another Bidder is accepted by the Township.

13. Cancellation

The Corporation of the Township of Esquimalt reserves the right to cancel this tender at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any bidder as a result of this cancellation.

14. Currency

The price quoted shall be in Canadian Funds and will include all and every cost, including tax.

15. Tender Submission

A tender must be submitted on the Form of Tender as provided and signed by the authorized signatory(s) as follows:

- 15.1 Signature(s) must be in original handwriting;
If the Bidder is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture must be included, and each partner or joint venture must be signed personally; if a partner or joint venture is a corporation then such corporation must sign as indicated in the following paragraph;

and

If the Bidder is a corporation then the full name of the corporation must be included, together with the names and signatures of authorized signatories.

15.2 A tender must be accompanied by tender security in the form of:

15.2.1 A bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the Owner; or

15.2.2 Cash, bank draft or letter of credit in a form acceptable to the Owner;

In an amount equal to 10% of the Tender Price.

Any and all costs incurred in the preparation of the Tender shall be borne solely by the Bidder.

15.3 A tender must include the following Appendices:

Appendix 1 – Site Cost Breakdown

Appendix 2 – Preliminary Construction Schedule

Appendix 3 – Subcontractors

Appendix 4 – Experience of Superintendent

Appendix 5 – References and Comparable Past Projects

Appendix 6 – Disposal and/or Salvage Locations

Appendix 7 – Labour and Equipment Rates

16. Acceptance & Rejection of Tenders

Notwithstanding any custom in the trade, the owner reserves the full right to, in its sole discretion and according to its own judgement and best interest:

16.1. Reject any and/or all tenders;

16.2. Waive any minor technical or formal defect in a tender and accept that tender;

16.3. Award the contract to other than the lowest bidder;

16.4. To accept any tender;

16.5. To reject any and/or all irregularities in the tenders submitted;

16.6. To make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors as may be necessary in the circumstances;

16.7. Without limiting the generality of the foregoing, any tender may be disqualified or rejected which is incomplete, obscure or irregular, which has erasures or corrections in the Form of Tender, in which prices are omitted or are unbalanced;

16.8. To reject any and/or all tenders that exceeds the budget for this project;

16.9. to cancel or reissue the tender without any changes, in the event that only one compliant response is received, and/or if the fees submitted exceed the estimated budget for this project;

The Township is under no obligation to award a contract, and reserves the right to terminate the Tender process at any time, and to withdraw from discussions with all or any of the Bidders who have responded.

The Township may, at its discretion, request clarifications or additional information from a Bidder with respect to any Tender Submission and the Township may make such requested to only selected Bidders. These clarifications or additional information maybe considered in the evaluation of the Tender Submission.

Bidders must be in good standing with the Township for acceptance of their Tender.

17. **Prime Contractor**

For the purpose of the Contract, the successful Bidder shall be deemed to be the “Prime Contractor” as defined under the regulations of the Worker’s Compensation Act. The successful Bidder shall be responsible for meeting all requirements associated with this role.

18. **Sub Contractors**

The Township reserves the right to object to any of the subcontractors listed in the Tender. If the Township objects to a listed subcontractor(s) then the Township will permit a Bidder to, within five (5) days, propose a substitute subcontractor(s) acceptable to the Township provided that there is no resulting adjustment in the Tender cost or completion date set out in the Form of Tender.

19. **Qualifications of Bidders**

All Bidders shall furnish satisfactory evidence as required to demonstrate that they have the qualifications, competence and relevant experience to perform all the work and those they have in their employment, sufficiently trained and experienced personnel to complete the requirements of the Contract to satisfaction of the Township. The Township reserves the right to make the final decision, as it sees fit, as the whether or not the Bidders can satisfy all requirements.

20. **Evaluation Criteria**

The evaluation of the tender will be carried out by a weighted evaluation strategy. The lowest priced tender may not be the successful bid in the process. Award of the Contract is dependent on Council approval and the Tender amount does not exceed the approved budget amount. The following criteria outlined below will be utilized in the evaluation of the tender.

- Cost of Project 40 points
- Schedule 25 points
- Experience and capacity 25 points
- Past Performance 10 points

The following paragraphs provide a brief description for the above criteria to assist the Bidder in providing the information that is expected by the Township for the Tender.

- *Cost*

Each cost will be reviewed and ranked based on a comparison to the other Costs received. Based on this comparison each Cost will receive all or part of the points.

- *Schedule*

The Township has set a preferred date for the completion of the project. The Schedule that best meets or is completed earlier will be scored higher. See Appendix 2.

- *Experience and Capacity*

The Bidders shall provide details on past projects that the Bidder has carried out that are similar in nature or comparative that demonstrates the Bidders ability to undertake this work. The Bidders shall also be expected to provide information on key individuals that will be undertaking this work. The information should highlight how the various individuals will be involved with the work and their relevant experience in Appendix 4 and 5.

- *Past Performance*

The Bidders shall supply a minimum of three references to a maximum of five. Each reference shall contain the information requested on the reference form in Appendix 5.

21. **Contract Award**

The successful Bidder will within **15** days of the written Notice of Award, be required to deliver to the Owner the following information:

- 21.1 A Performance Bond and Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations' during the Maintenance Period, issued by a surety licensed to carry out on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- 21.2 A construction schedule;
- 21.3 A "clearance letter" indicating the successful Bidder is in WCB compliance;
- 21.4 Copy of the insurance policies as specified indicating that all such insurance is in place; and
- 21.5 Copy of Business License.

22. **Scope of Work**

The Township of Esquimalt (Township) has a structure that requires demolition. This structure is located at 1237 Esquimalt Road. There will also be restoration of the site as well.

The Work shall include but may not be limited to:

- Furnish all labour and equipment for hazardous material abatement, demolition of building, partial demolition of the foundation and removal of hazardous material and debris from the site for disposal in the appropriate manner in accordance with applicable Federal, Provincial and Local laws and regulations;
- Furnish all disposal and dump certificates for the disposal of hazardous materials and debris;
- Furnish all labour and equipment/material for securing the various sites during the demolish;
- Furnish all labour and equipment/material to place and compact of fill material/granular base material;
- To coordinate the safe disconnection of utilities that service the site this may include the furnishing of all labour and equipment/materials to carry out this work.

23. Hazardous Materials

The building on the site has had a hazardous materials survey carried out. The Bidder shall be responsible for reviewing the report and determining its affect on the Bidder carrying out the work. The survey is located in Schedule I.

The Township will retain an environmental consultant to monitor the work of the successful Bidder to ensure the hazardous materials are removed in a safe and appropriate manner.

24. Foundation Removal

The building has a basement portion and a crawl space portion. For the crawl space portion, the foundation is to be removed and disposed of. For the basement portion, the top 500 mm of foundation is to be removed and disposed of.

Removal of the foundation is to be accomplished with minimal disruption to the surrounding soil. If soil is disrupted it can be stored on the site and utilized as fill material within the basement portion of the building once all other building materials have been removed.

25. Sidewalk Removal

The concrete sidewalk on the north side of the structure is to be removed and replaced with 300 mm of compacted crushed gravel.

26. Site Restoration

Once the building has been demolished and disposed of, the successful Bidder shall provide, place and compact granular or sandy material within the basement portion of the building. The remainder of the site is to be graded to a flat surface that follows the slope of the Park Place portion of the sidewalk. A layer (300 mm) of granular materials is to supplied, placed and compacted.

27. Protection of Trees

The successful Bidder shall be responsible for the protection of the boulevard tree located to the north of the structure and such protection shall meet the Township's Tree Protection requirements.

28. Permits

The successful Bidder shall be responsible for obtaining and paying for all permits required to carry out the Scope of Work. The municipal permits/plans include but are not limited to:

- Demolition Permit
- Traffic Control Plan
- Sediment Control Plan
- Fire Safety Plan
- Road Occupancy Permit
- Business License
- Tree Protection Permit

Bidders must provide their business license number and WorkSafeBC registration number as part of the Tender package in the Form of Tender sheets. If the successful Bidder does not have either a business license and/or a WorkSafeBC registration number, these must be obtained if awarded the Contract and prior to the start of any work.

The successful Bidder will be responsible to forward copies of all permits and approvals, and a copy of the WorkSafeBC “Notice of Project” and “Site Specific Procedures” to the Township’s Project Manager prior to commencing work.

29. Utility Disconnects

The property is serviced by a variety of types of utilities. The successful Bidder shall be responsible for coordinating with the appropriate utility company for the disconnection of the various utilities to the site and accounting for these disconnections in the Tender with respect to cost and schedule.

30. Securing the Site

The demolished site must be kept secure from unauthorized entry from the start of the demolition until the work is completed. The successful Bidder shall present to the Township prior to the commencement of the work a plan detailing how the site shall be secured.

At the end of each work day the building must be physically secured to prevent unauthorized entry. If at any time during the project it becomes impractical to physically secure the building, onsite security will be put in place. The cost of the onsite security will be at the cost of the successful Bidder.

If at any time, the site is deemed by the Township to be unsecured, the Township reserves the right to contract onsite security at the successful Bidder’s expense.

31. Disposal of Materials

All building materials, debris and hazardous material are to be disposed of off site by the Bidder in accordance with applicable Federal, Provincial and Local laws and regulations. The Township has a policy of being environmentally responsible. If materials are identified that can be salvaged, the Bidder may carry out salvage operations.

The successful Bidder is required to demonstrate that all materials have been properly disposed of. Verification shall be by way of submitting copies or landfill/dump/disposal certificates to the Project Manager or designate.

Should the successful Bidder fail to follow proper disposal methods, the successful Bidder, at their own expense shall be responsible for all resulting cleanup and disposal as well as any fines or penalties associated with the improper disposal.

No material is to be burned on site. Failure to remove all materials and to level the site on the completion of the work will result in the Township making other arrangements and deducting the costs from the amount owed to the successful Bidder.

If materials are stored temporarily on the site, the successful Bidder shall be responsible for ensuring that the materials are stored in an approved and appropriate manner that will ensure public safety and containment of the materials.

32. Temporary Utility Hook-up

The successful Bidder shall be responsible for arranging and maintaining any temporary utility hook-ups with the respective utility companies necessary for the completion of the Work.

33. **Site Restrictions**

Road

Access to the Public Safety Building (PSB) is to be maintained at all times. The successful Bidder will also have to coordinate the use of the road with the contractor(s) carrying out work at 12?? Esquimalt Road.

Access to the site should be made through Park Place. The Township will consider access to the site from Esquimalt Road provided the successful Bidder has provided and received approval for the plan to address pedestrian and traffic movements for their equipment and users of Esquimalt Road.

Sidewalks

The sidewalk on the west side of Park Place shall remain open during the work in order to provide access to the Public Safety Building.

The sidewalk along Esquimalt Road is to remain open during the work.

Hours of Operation

The successful Bidder shall be responsible for carrying out operations that meet the Township of Esquimalt's Noise Bylaw (7:00 a.m. to 7:00 p.m. on any week day, not including statutory holidays and 10:00 a.m. to 7:00 p.m. on a Saturday. No work is permitted on Sundays. For a complete version of the Bylaws, contact Community Safety Services).

FORM OF TENDER

PROJECT TITLE: Demolition of 1237 Esquimalt Road

SUBMITTED TO: Corporation of the Township of Esquimalt
Engineering and Public Works
3rd Floor, 1229 Esquimalt Road
Esquimalt BC V9A 3P1
Attention: Jeff Miller, P.Eng., Director of Engineering & Public Works

Company Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

CONTRACT PRICE

Having fully examined the site and all conditions affecting the work, and having carefully read and examined the Tender documents, drawings and any addenda issued as supplements to the Tender documents, the undersigned hereby offers to the furnish all plant, tools, equipment, labour, products, material and supervision necessary to execute the Work for the tendered price of:

_____ dollars

(\$ _____) in Canadian Funds

We confirm the above stated price includes all Municipal taxes, all customs and excise import duties in force at this date related to the work and **do not include the GST.**

We, the undersigned declare that:

1. The Work within the required completion times specified in the Bid Documents. Total completion of the Work before _____.
2. This bid is irrevocable and open for acceptance by the Owner for a period of thirty (30) calendar days from the Closing Date and Time.
3. Addenda _____ to _____ have been received and acknowledged.
4. All Bid Form Supplements called for by the Bid Documents form an integral part of this Bid.

CONTRACTOR NUMBER AND STATUS

Esquimalt/Inter-Municipal Business License Number: _____

WorkSafeBC Registration Number: _____

Are able to meet the insurance requirements: _____ Yes _____ No

NOTIFICATION

If notified in writing by the Township of acceptance of this Tender within the specified acceptance period after the Tender closing date, We shall:

1. Provide within fifteen (15) calendar days of issuance of such written notification certified copies of the Contractor's insurance called for in the Tender Documents;
2. Provide our WorkSafeBC Registration Number and a current Clearance Letter;
3. Provide a copy of the "Notice of Project" and "Site Specific Procedures";
4. Supply our Esquimalt/Inter-municipal Business License Number; and
5. Enter into and execute a Contract Agreement for the Work.

CONDITIONS

We understand and agree that:

1. Failure to comply with and complete all items on this Form of Tender may be cause for rejection without consideration of the Tender.
2. And until a Contract Agreement is executed, this Tender together with the written acceptance by the Township shall constitute a binding contract between the Township and the undersigned. No other form of notification shall constitute a binding contract.

AUTHORIZATION

A person authorized to sign on behalf of the Bidder; to agree to all statements made in response to this Request for Tender should complete and sign this section.

Signed and Submitted by:

(Full legal name of Corporation, Partnership or Individual)

(Name and title of authorized signing officer)

(Authorized Signatory)

(Authorized Signatory)

This Tender is executed this _____ day of _____, 2018.

Contact Name: _____

Address: _____

Phone Number: _____

Email: _____

FORM OF TENDER – APPENDIX 1

PROJECT TITLE: Demolition of 1237 Esquimalt Road

COST BREAKDOWN

<u>SITE</u>	<u>COST</u>
1237 Esquimalt Road	\$ _____
Tender Price	\$ _____
GST	\$ _____
Total Price (including GST)	\$ _____

FORM OF TENDER – APPENDIX 2

PROJECT TITLE: Demolition of 1237 Esquimalt Road

PRELIMINARY CONSTRUCTION SCHEDULE

Indicate a schedule with bar chart with major item descriptions and duration.

The Bidder is to base the schedule on the assumption that Notice of Award would be issued on June 20, 2018.

Bidder may attach a schedule providing it in the similar format to the table displayed in the Form of Tender.

Activity	Construction Schedule (weeks)											
	1	2	3	4	5	6	7	8	9	10	11	12

TOTAL PROPOSED CONSTRUCTION DURATION = _____ DAYS

FORM OF TENDER – APPENDIX 4

PROJECT TITLE: Demolition of 1237 Esquimalt Road

EXPERIENCE OF SUPERINTENDENT

Name of Superintendent: _____

Project Name:	
Date of Work:	
Responsibilities:	

Project Name:	
Date of Work:	
Responsibilities:	

Project Name:	
Date of Work:	
Responsibilities:	

Project Name:	
Date of Work:	
Responsibilities:	

FORM OF TENDER – APPENDIX 5

PROJECT TITLE: Demolition of 1237 Esquimalt Road

REFERENCES AND COMPARABLE PAST PROJECTS

Project Name:	
Owner/Contact Name:	
Phone Number & Email:	
Work Description:	
Value (\$):	

Project Name:	
Owner/Contact Name:	
Phone Number & Email:	
Work Description:	
Value (\$):	

Project Name:	
Owner/Contact Name:	
Phone Number & Email:	
Work Description:	
Value (\$):	

SPECIFICATIONS

The following specification sections from the MMCD (Master Municipal Construction Documents), Volume II will be applicable to the completion of the Work detailed in the Tender. The successful Bidder shall be responsible for having a copy of the specifications upon embarking on the Work and meeting the requirements of the specifications.

Specifications that will be utilized are MMCD – General Conditions, Specifications and Standard Detail Drawings, Edition Dated 2009, Volume II, Platinum Edition.

DESCRIPTION	MMCD #
Temporary Facilities	01 53 01
Environmental Protection	01 57 01
Traffic Control, Vehicle Access and Parking	01 55 00
Roadway Excavation, Embankment and Compaction	31 24 13
Aggregates and Granular Materials	31 05 17
Granular Subbase	31 11 23

The following table highlights changes in the specifications.

SECTION	HEADING	SUPPLEMENTARY SPECIFICATIONS
Roadway Excavation, Embankment and Compaction – 31 24 13	Measurement & Payment	Delete 1.8 and replace with: “Payment for all work performed under this Section will be incidental to payment for work in other Sections and shall be included in the Stipulated Price of the Project.”
Granular Subbase – 32 11 23	Measurement & Payment	Delete 1.4 and replace with: “Payment for all work performed under this Section will be incidental to payment for work in other Sections and shall be included in the Stipulated Price of the Project”.

SCHEDULE "A" - ADDENDA

Acknowledgement is hereby made of receipt and inclusion of the following Addenda to the contract documents.

Addendum No. 1 Date _____ No. of Pages _____

Addendum No. 2 Date _____ No. of Pages _____

Addendum No. 3 Date _____ No. of Pages _____

SCHEDULE "B" – JOB SITE HAZARD IDENTIFICATION

JOB SITE HAZARD IDENTIFICATION - PRIME CONTRACTOR APPOINTED

Date: _____

Contractor: _____ Phone: _____

Contractor Representative (Print Name) _____ Phone: _____

Township of Esquimalt Representative (Print Name) _____

Contractor Safety Representative (Print Name) _____ Phone: _____

Project Description: _____

Address/Area of Project: _____

Date Start _____ End _____

Type of Project

- Prime Contractor Appointed - Single Employer Workplace**
- Prime Contractor Appointed - Multiple Employer**

Name of Person Designated to Supervise Workers:

Checklist of Known Hazards:

Hazard	Status	Comments
Asbestos/Lead	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Bio-Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Chemicals	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Confined Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Danger Trees	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
De-Energization / Lock-out	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Excavations	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Falling Materials	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Fire Hazards	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Overhead Power Lines	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Personal Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Public Property	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Toxic Process Gases	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Underground Utilities Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Traffic Control	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working Alone or in Isolation	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Working at Heights over 3 m	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	

Other Items Identified

Specific Recommendations/Special Precautions

Is any additional information or notes attached? If so please describe.

This form is only intended to notify the *Contractor* of the hazards that the Township of Esquimalt is aware of at this site. This form is not intended to instruct the *Contractor* in how to control or eliminate the known hazards identified above. The *Contractor* on site is still responsible for performing a detailed Hazard Identification and Hazard Assessment for the site as per the requirements of WorkSafeBC (WSBC) regulations. The *Contractor* shall at all times comply with all applicable Acts, Regulations, Standards and By-laws.

All safety related Incidents/Accidents required to be reported to WorkSafeBC need to be reported to the Township of Esquimalt *Contract Administrator* and Site Inspector immediately.
Project Manager - office 250-414-7147 or cell 250-883-5833
Contract Administrator - office 250-414-7147 or cell 250-883-5833

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

Contractor Acknowledgement of Receipt of This Form

Contractor Representative Name (print) _____

Contractor Representative Signature _____

SCHEDULE “C” – CONFIRMATION OF CONTRACTOR RESPONSIBILITIES

This form must be completed and signed before work begins

Date _____

Project Description: _____

Tender Ref #: _____

Please select one of the following and complete the relevant section(s) of this form

- Type A - Prime Contractor Single Employer Workplace**
- Type B - Prime Contractor - Multiple Employer Workplace/Includes Sub-Contractors**
- Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator**

Contractor _____

Contractor Representative _____ Job Title _____

Person Designated Responsible for Coordination of Safety: _____

Contact #: _____

Township of Esquimalt Representative: _____

Job Title _____ Contact # _____

Type A and B - Prime Contractor Appointed - The Contractor

Acknowledges the appointment as Prime Contractor	<input type="checkbox"/> yes <input type="checkbox"/> no
Attends necessary pre-construction safety meetings (documented)	<input type="checkbox"/> yes <input type="checkbox"/> no
Determines the boundaries of the workplace, and ensure that only workers of one employer perform duties with-in those boundaries (Type A only)	<input type="checkbox"/> yes <input type="checkbox"/> no
Is responsible for identifying and complying with any and all applicable Acts, Regulations, Standards and By-laws. The Contractor shall also understand that the WSBC OH&S Regulation and/or any other applicable Acts or Standards shall be adhered to at all times and supersede any direction from the City and it representatives.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards and By-laws.	<input type="checkbox"/> yes <input type="checkbox"/> no
Accepts that written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Has (or will before work starts) received a completed Job Site Hazard Identification Form from a representative of the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no

Will conduct an inspection of the worksite to identify any hazards before starting any work on site.	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall communicate all known hazards to any person who may be affected and ensure that appropriate measures are taken to effectively control or eliminate all hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Must ensure that all workers on site are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Must submit a Notice of Project to WorkSafeBC (WSBC)and submit a copy to the Township of Esquimalt as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Shall report any and all injuries or incident required by regulation to WorkSafeBC. The <i>Contractor</i> shall also report these incidents to the Township of Esquimalt <i>Contract Administrator</i> .	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> must be on the Township of Esquimalt approved <i>Contractor</i> list and will submit a copy of their formal Occupational Health and Safety program and site specific safe work procedures where required.	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has provided a current "WSBC Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no
The <i>Contractor</i> has appointed a qualified coordinator responsible for project safety and provided the Township of Esquimalt with their name and contact information in writing	<input type="checkbox"/> yes <input type="checkbox"/> no
Type B Only	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> has identified and provided to the Township of Esquimalt the names of all other employers and or sub- <i>Contractors</i> working on the project	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> has or will notify all sub- <i>Contractors</i> of all know and foreseeable hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> will meet all obligations under the WorkSafeBC Act and Regulations for coordinating a multiple employer workplace.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Prime <i>Contractor</i> shall be responsible for regular inspections and ensuring that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

See Page 3 for Signatures

Type C - No Prime Contractor Appointed - Municipal Qualified Coordinator

Township of Esquimalt Representative _____ Job Title _____

Contractor _____

Contractor Representative _____ Job Title _____

The Municipal Qualified Coordinator Must:

Acknowledge that the Township of Esquimalt is the Prime <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Attend and coordinate pre-construction meetings as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Determine the boundaries of the workplace, and ensure that all <i>Contractors</i> works with-in those boundaries	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that the <i>Contractor</i> and/or the Municipal Qualified Coordinator have conducted an inspection of the worksite to identify any hazards	<input type="checkbox"/> yes <input type="checkbox"/> no
Identify and communicate all known hazards the <i>Contractor</i> and ensure that appropriate measures are taken to effectively control or eliminate the hazards to the health and safety of all persons at the worksite	<input type="checkbox"/> yes <input type="checkbox"/> no
Confirm that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Complete the Job Site Hazard Identification Form with the <i>Contractor</i>	<input type="checkbox"/> yes <input type="checkbox"/> no
Submit a Notice of Project to WorkSafeBC as required	<input type="checkbox"/> yes <input type="checkbox"/> no
Conduct regular inspections and ensure that all sub <i>Contractors</i> and their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> is on the Township of Esquimalt Approved <i>Contractor</i> List	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure the <i>Contractor</i> has provided a current "Clearance Letter" stating that their account with WorkSafeBC is in good standing	<input type="checkbox"/> yes <input type="checkbox"/> no

Type C - The Contractor Must:

Identify and Comply with any and all applicable Acts, Regulations, Standards and By-laws. The Contractor shall also understand that the WorkSafeBC OH and S Regulation and/or any other applicable Acts or standards supersede direction from the City and shall be adhered to at all times.	<input type="checkbox"/> yes <input type="checkbox"/> no
Immediately notify The Township of Esquimalt of any conflict between directions given to them and any applicable Acts, Regulations or Standards	<input type="checkbox"/> yes <input type="checkbox"/> no
Provide written documentation (e.g. notes, records, inspections, meetings etc.) on all health and safety issues must be made available upon request to the Township of Esquimalt.	<input type="checkbox"/> yes <input type="checkbox"/> no
Ensure that all workers are suitably trained, orientated and competent to perform the duties for which they are assigned.	<input type="checkbox"/> yes <input type="checkbox"/> no
Report any and all injuries or incident required by regulation to WorkSafeBC and to the Township of Esquimalt	<input type="checkbox"/> yes <input type="checkbox"/> no
Perform regular inspections and ensuring that all of their employees comply with any and all applicable Acts, Regulations Standards and By-laws	<input type="checkbox"/> yes <input type="checkbox"/> no

Notes/Follow-up: _____

Contractor Representative Name (print) _____

Contractor Representative Signature _____

Township of Esquimalt Representative Name (print) _____

Township of Esquimalt Representative Signature _____

SCHEDULE "D" – CCDC2

CCDC 2

stipulated price contract

2008

[Name of the Project]

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the _____ day of _____ in the year _____ .

by and between the parties

_____ hereinafter called the "Owner"

and

_____ hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for

_____ located at

_____ insert above the name of the Work

_____ for which the Agreement has been signed by the parties, and for which

_____ insert above the Place of the Work

_____ is acting as and is hereinafter called the "Consultant" and

_____ insert above the name of the Consultant

1.2 do and fulfill everything indicated by the Contract Documents, and

1.3 commence the Work by the _____ day of _____ in the year _____ and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the _____ day of _____ in the year _____ .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

2.2 The Contract may be amended only as provided in the Contract Documents.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
 - Definitions
 - The General Conditions of the Stipulated Price Contract
- *

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

_____ /100 dollars \$ _____

4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor* are:

_____ /100 dollars \$ _____

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

_____ /100 dollars \$ _____

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of _____ percent (_____ %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

_____ (Insert name of chartered lending institution whose prime rate is to be used)
 for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

_____ *name of Owner**

_____ *address*

_____ *facsimile number* _____ *email address*

Contractor

_____ *name of Contractor**

_____ *address*

_____ *facsimile number* _____ *email address*

Consultant

_____ *name of Consultant**

_____ *address*

_____ *facsimile number* _____ *email address*

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 -- 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

name of owner

signature

name and title of person signing

signature

name and title of person signing

CONTRACTOR

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
 - .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
1. General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 2. Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 3. Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 4. "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
 - 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
 - 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
 - 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
 - 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
 - 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
 - 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

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Construction
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Specifications
Canada

The Royal
Architectural
Institute of Canada

SCHEDULE "E" – HAZARDOUS MATERIALS ASSESSMENT



Hazardous Building Materials Assessment

RFP NO. ENG 17-05
1237-1243 Esquimalt Road,
Victoria, BC

Prepared for:

Corporation of the Township of Esquimalt

1229 Esquimalt Road
Victoria, BC V9A 3P1

Attention: Mr. Jeff Miller

May 7, 2018

Pinchin File: 217605.000



Issued to: Corporation of the Township of Esquimalt
Contact: Mr. Jeff Miller
Issued on: May 7, 2018
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EXECUTIVE SUMMARY

Corporation of the Township of Esquimalt (Client) retained Pinchin Ltd. (Pinchin) to conduct a hazardous building materials assessment at 1237-1243 Esquimalt Road, Victoria, BC. Pinchin performed the assessment on April 5, 2018 and April 6, 2018.

The objective of the assessment was to identify specified hazardous building materials in preparation for building demolition. The results of this assessment are intended for use with a properly developed scope of work and performance specification.

The assessed area consisted of the entire building.

SUMMARY OF FINDINGS

Asbestos: Asbestos-containing materials (ACM) are present as follows:

- Vinyl floor tiles in both #1237 Crows Nest Main and #1239 Crows Nest Secondary Store (Location 2 and 6);
- Vinyl sheet flooring in the #1243 Donair Eatery (Location 8);
- Aircell pipe insulation in the #1237 Crows Nest Basement (Location 7);
- Parging cement pipe insulation in the #1237 Crows Nest Basement (Location 7);
- Black sink mastic in the #1243 Donair Shop (Location 8).

Lead: Lead is present as follows:

- Lead is present in paints in the Book store, both Crows Nest Stores, Donair Eatery, 2nd floor residence and the exterior. (Location 1, 2, 3, 6, 8, 9 and 10);
- Lead glazing is present on Ceramic floor tiles in the washroom of #1239 (Location 4);
- Batteries of emergency lights and fire alarm systems.

Silica: Crystalline silica is present in concrete, masonry, ceramics, grout, plaster.

Mercury: Mercury vapour is present in fluorescent lamps and liquid mercury is present in thermostat ampules.

Polychlorinated Biphenyls (PCBs): Based on the date of construction, PCBs may be present in light ballasts.

Mould: Visible signs of mould were not observed during the assessment.



SUMMARY OF RECOMMENDATIONS

The following is a summary of significant recommendations; refer to the body of the report for detailed recommendations.

1. Remove and properly dispose of asbestos-containing materials prior to demolition.
2. Remove and properly dispose of PCB ballasts and mercury-containing items prior to demolition.
3. Follow appropriate safe work procedures when handling or disturbing lead and silica.

This Executive Summary is subject to the same standard limitations as contained in the report and must be read in conjunction with the entire report.



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1.0 INTRODUCTION AND SCOPE

Corporation of the Township of Esquimalt (Client) retained Pinchin Ltd. (Pinchin) to conduct a hazardous building materials assessment at 1237-1243 Esquimalt Road, Victoria, BC.

Scott Nicol performed the assessment on April 5, 2018 and April 6, 2018. The surveyor was unaccompanied during the assessment. The building was occupied at the time of the assessment.

The objective of the assessment was to identify specified hazardous building materials in preparation for building demolition. This assessment is intended to be used for pre-demolition purposes only, and may not provide sufficient detail for long term management of hazardous materials as required by Health and Safety regulations. The results of this assessment are intended for use with a properly developed scope of work and performance specification.

1.1 Scope of Assessment

The assessment was performed to establish the location and type of specified hazardous building materials incorporated in the structure(s) and its finishes. The assessed area consisted of all parts of the building and includes the property addresses 1237, 1239, 1241, and 1243 Esquimalt Road.

For the purpose of the assessment and this report, hazardous building materials are defined as follows:

- Asbestos;
- Lead;
- Silica;
- Mercury;
- Polychlorinated Biphenyls (PCBs);
- Mould.



2.0 BACKGROUND INFORMATION

2.1 Building Description

Building Description Item	Details
Building Use	Retail/Residential
Number of Floors/Levels	2 stories plus 1 below grade
Total Area of Building	Approximately 9,500 square feet
Year of Construction	1945, No information was available regarding possible renovations.
Structure	Wood, concrete, masonry
Exterior Cladding	Pre-cast concrete, masonry, wood, textured coat
HVAC	Boiler and hot water heating to radiators
Roof	No Access
Flooring	Vinyl tile, vinyl sheet flooring, wood, carpet, ceramic tiles
Interior Walls	Drywall, concrete block, plaster
Ceilings	Drywall, plaster, acoustic ceiling tiles

2.2 Existing Reports

No existing reports were provided for reference.

2.3 Inaccessible Locations

The following rooms or areas of the building were not accessible to the surveyor and are therefore not included in the report:

Area or Room	Reason
Roof	Unable to access due to damaged existing building ladder

3.0 FINDINGS

The following section summarizes the findings of the assessment and provides a general description of the hazardous materials identified and their locations.

3.1 Asbestos

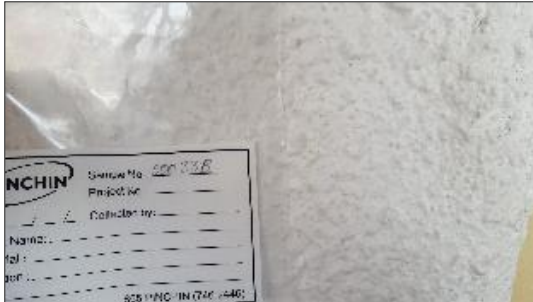
3.1.1 Suspect Building Materials Not Found

The following types of building materials may historically contain asbestos but were not observed in the building and are not discussed in the report findings:

- Asbestos cement products (e.g. Transite);
- Firestopping or Smoke Sealant;
- Levelling Compound.

3.1.2 Texture Finishes (Acoustic/Decorative)

Three types of textured finish present in #1237 2nd floor residential interior and on the exterior walls of the building (Location 9 and 10), does not contain asbestos (samples S0033A-C, S0034A-E and S0035A-E).



Texture finish from #1237 2nd floor residential area, Location 9



Texture finish on the exterior, Location 10

3.1.3 Thermal Systems Insulation (TSI)

3.1.3.1 Pipe Insulation

Parging cement, containing chrysotile asbestos, is present on pipe fittings (samples S0017A-C). Parging cement is a friable insulation, jacketed with canvas and is in mostly good condition with 2 linear feet of material in poor condition.

A white corrugated paper insulation (trade name Aircell), containing chrysotile asbestos, is present on straight sections of the Crows Nest Basement (Location 7) hot water system pipes (samples S0016A-C). Aircell is a friable insulation, jacketed with canvas and is in good condition with the exception of 5 linear feet of material, which is in poor condition.



Parging cement insulation, Location 7



Aircell insulation in poor condition, Location 7

3.1.3.2 Duct Insulation

Ducts are either uninsulated or insulated with non-asbestos fibreglass (foil-faced or canvas).

3.1.3.3 Mechanical Equipment Insulation

Mechanical equipment is either uninsulated or insulated with non-asbestos fibreglass.

3.1.4 Vermiculite

Loose fill vermiculite debris was not observed in the spaces or areas inspected. Destructive testing was not performed and vermiculite may be present above solid ceilings or other void spaces.

3.1.5 Acoustic Ceiling Tiles

White plain glue on ceiling tiles present on the 2nd floor residential area do not contain asbestos (S0032A-B).

Remaining ceiling tiles are presumed to be non-asbestos based on the date of manufacture (2010) determined from the date stamp applied to the top of the tiles. The tiles were manufactured after asbestos was stopped being used in acoustic ceiling tiles.



White glue on ceiling tiles in 2nd floor residential, Location 9



Lay in ceiling tiles (2010), Location 1

3.1.6 Plaster

Plaster present on walls and ceilings throughout the building does not contain asbestos (samples S0002A-E, S0005A-E, S0015A-E, S0021A-E and S0031A-E).

3.1.7 Drywall Joint Compound

Drywall joint compound present on wall and ceiling finishes in the Book Store and Donair Eatery (Location 1 & 8) do not contain asbestos (samples S0042A-C and S0022A-C).

3.1.8 Vinyl Sheet Flooring

Vinyl sheet flooring is present as follows:

Pattern, Colour	Paper Backing (Yes/No)	Locations (Quantity)	Sample Number	Asbestos Type
Green Rectangular pattern	Yes	#1239 Crows Nest 2 nd store (Loc. 2)	S0004	None detected
Beige faux ceramic	Yes	#1243 Donair Eatery (Loc. 8)	S0018	None detected
Unknown Pattern, 2 nd layer below plywood subfloor**	Yes	#1243 Donair Eatery (1200 sq ft) – Loc. 8	S0020	Chrysotile*
Faux white ceramic	Yes	#1243 Donair Eatery – Loc. 8	S0024	None detected
Faux brown ceramic	Yes	#1243 Donair Eatery – Loc. 8	S0025	None detected
Grey and red marble	Yes	#1243 Donair Eatery – Loc. 9	S0027	None detected
Faux white ceramic square pattern	Yes	#1237 Upstairs residential 2 nd floor – Loc. 9	S0029	None detected
Brown/black checker pattern	Yes	#1237 Upstairs residential 2 nd floor – Loc. 9	S0030	None detected
Black vinyl stair tread	No	#1237 Crows Nest Basement - Loc. 7	S0041	None Detected

*The vinyl sheet flooring is non-friable but can become friable upon removal. Vinyl sheet flooring is in good condition.

**The asbestos containing vinyl sheet flooring (S00020) within the Donair Eatery was beneath 2 layers of wood, which were separated by a non-asbestos foam vinyl material (S0019) which was covered by the non-asbestos faux ceramic vinyl sheet flooring (S0018) present throughout the Donair Eatery. It is presumed that the asbestos-containing vinyl sheet flooring is present throughout the Donair Eatery.

3.1.9 Vinyl Floor Tile and Mastic

Vinyl floor tiles and mastic are present as follows:

Size, Pattern, Colour	Locations (Quantity)	Sample Number	Asbestos Type (tile)	Asbestos Type (mastic)
12" x 12" Mottled red	#1241, Book Store – Loc. 1	S0001A-C	None Detected	None Detected
12" x 12" Grey mottled white	#1239, Crows Nest 2nd Store – Loc. 2	S0003A-C	None Detected	None Detected
Unidentifiable below wood subfloor*	#1239, Crows Nest 2nd Store – Loc 2 (1200 sq ft)	S0006A-C	Chrysotile	None Detected
Red, under wood	#1239, Crows Nest 2nd Store – Loc. 2 (1200 sq ft)	S0007A-C	Chrysotile	None Detected
9" x 9", Red with white streak	#1237 Crows Nest Main Store – Loc. 6 (500 sq ft)	S0009A-C	Chrysotile	None Detected
12" x 12" maroon with brown fleck	#1237 Crows Nest Main Store – Loc. 6	S0010A-C	None Detected	None Detected
12" x 12" blue speckle	#1237 Crows Nest Main Store – Loc. 6	S0011A-C	None Detected	None Detected
12" x 12" purple	#1237 Crows Nest Main Store – Loc. 6	S0012A-C	None Detected	None Detected
12" x 12" brown marble	#1237 Crows Nest Main Store – Loc. 6	S0013A-C	None Detected	None Detected
12" x 12" brown/grey	#1237 Crows Nest Main Store – Loc. 6	S0014A-C	None Detected	None Detected
9" x 9" blue/grey marble	#1237 Upstairs residential 2 nd floor – Loc. 9	S0028A-C	None Detected	None Detected

*The vinyl floor tiles in #1239, Location 2 were layered between wood subfloors. Destructive sampling was undertaken but due to the retail activities the accurate extent of the asbestos floor tiles could not be determined. It is presumed that asbestos-containing vinyl floor tiles are present below the subfloor throughout Location 2.

The vinyl floor tiles and mastic are non-friable and are in good condition.



Asbestos-containing VFT below wood subfloor in #1239, Location 2



9" x 9" VFT Red/Pink with white streak in #1237, Location 6

3.1.10 Sealants, Caulking, and Putty

White caulking around exterior window frames does not contain asbestos (samples S0036N).

White caulking around exterior doors does not contain asbestos (samples S0037).

3.1.11 Other Building Materials

Ceramic tiles present in the washrooms of #1239 & #1241 (locations 3 & 4) do not contain asbestos (S0008).

Black vinyl sheet baseboard present in the Book Store and Donair Eatery (Location 1, 8) does not contain asbestos (S0023A-C).

Black sink mastic in the Donair Eatery Location 8 contains Chrysotile asbestos (S0026).

Debris within the former chimney in Locations 2 and 7 does not contain asbestos (S0038A-C, S0040).

Brick mortar around the former chimney in Locations 2 and 7 does not contain asbestos (S00439A-C).



Black Mastic under the sink, Location 8



Former chimney mortar and debris, Location 2

3.1.12 Presumed Asbestos Materials

A number of materials which might contain asbestos were not sampled during this assessment due to limitations in scope and methodology. Where present, these materials are presumed to contain asbestos until otherwise proven by sampling and analysis.

Materials presumed to contain asbestos include:

- Roofing, felts and tar;
- Concrete floor levelling compound;
- Electrical components or wiring within control centers, breakers, motors or lights, insulation on wiring;
- Refractory materials and insulations in stacks;
- Vermiculite in solid ceilings and void spaces;
- Mechanical packing, ropes and gaskets;
- Fire resistant doors;
- Vibration dampers on HVAC equipment.

3.2 Lead

3.2.1 Paints and Surface Coatings

The following table summarizes the analytical results for paints sampled and locations.

Sample Number	Colour, Substrate Description	Locations	Lead (%)
L0001	Blue on Plaster Walls	1	0.022
L0002	White on Plaster Walls	4	<0.005
L0003	White on Plaster Walls	2	0.15
L0004	Red/Pink on Plaster Walls	2	0.017
L0005	Blue on Plaster Walls	2	<0.01
L0006	Beige on Plaster Walls	3	< 0.0063
L0007	Glazing on ceramic floor Tiles	4	0.013
L0008	White on Plaster Walls	6	0.0063
L0009	Blue on Concrete Walls	6	0.71
L0010	Grey on Plaster Walls	8	0.066
L0011	Blue under Grey on Plaster Walls	8	0.32
L0012	Yellow on Wooden Window Frame	9	0.12
L0013	White on Plaster Walls	9	0.32
L0014	White Texture on Plaster Walls	9	0.018
L0015	White on Exterior Wood	10	4.5
L0016	White/Pink Textured Coat	10	<0.0066
L0017	Pink Texture Coat	10	0.011

All paints containing elevated levels of lead (>0.009%) were found to be in good condition and not flaking, peeling or delaminating apart from the following locations:

- L004, Location 2 – Approximately 6 square feet in fair condition.

3.2.2 *Lead Products and Applications*

Lead-containing batteries are present in emergency lighting and fire alarm control panels.

3.2.3 *Presumed Lead Materials*

Lead may be present in a number of materials which were not assessed and/or sampled. The following materials, where found, should be considered to contain lead.

- Electrical components, including wiring connectors, grounding conductors, and solder;
- Solder on pipe connections;
- Lead wool or caulking in bell and spigot fittings on cast iron pipes (Location 7).



Bell & Spigot Piping, Location 7

3.3 **Silica**

Crystalline silica is a presumed component of the following materials:

- Poured or pre-cast concrete;
- Masonry and mortar;
- Ceramic tiles, grout;
- Plaster.

3.4 **Mercury**

3.4.1 *Lamps*

Mercury vapour is present in fluorescent lamps.

3.4.2 *Mercury-Containing Devices*

Mercury is present as a liquid in thermostat ampules in the Book Store, Location 1 and #1243 Donair Eatery, Location 8.

Mercury may be present as a liquid in instrumentation in boiler and mechanical rooms.



Mercury in thermostat in Location 1.

3.5 Polychlorinated Biphenyls

3.5.1 Caulking

Caulking in the assessed areas was not suspected to contain PCBs due to the date of installation (after 1985).

White caulking is present at exterior window and door frames (samples P001 & P002) and contains <0.05 ppm PCBs. The material is a non-PCB solid based on the threshold (50 ppm).



White window caulking, Location 10

3.5.2 Lighting Ballasts

The building has not been comprehensively re-lamped with new energy efficient light ballasts and lamps, and as such, a percentage of light ballasts may be manufactured prior to 1980 and may contain PCBs.

3.5.3 Transformers

Transformers were not found during the assessment.

3.6 Mould

Visible mould growth was not found during the assessment.

4.0 RECOMMENDATIONS

4.1 General

1. Prepare plans and performance specifications for hazardous material removal required for the planned work. The specifications should include the scope of work, safe work practices, personal protective equipment, respiratory protection, and disposal of waste materials.
2. Investigate any items excluded from the scope of work of this report. Ideally this investigation will be performed as part of the development of the specifications, or at a minimum immediately prior to commencing renovations when the areas are no longer occupied. Specifically the following materials/areas need to be investigated:
 - Roofing Materials
 - Vermiculite above solid ceilings and in void spaces
 - Multiple flooring layers below wood subfloors
 - Ceiling tiles and adhesive on 2nd floor residential
3. Provide this report to the contractor prior to bidding or commencing work.
4. Retain a qualified consultant to specify, inspect and verify the successful removal of hazardous materials.

4.2 Building Demolition

The following recommendations are made regarding demolition involving the hazardous materials identified.

4.2.1 Asbestos

Remove asbestos-containing materials (ACM) prior to renovation, alteration, or maintenance if ACM may be disturbed by the work. Remove all asbestos-containing materials (ACM) prior to demolition work.

If the identified ACM will not be removed prior to commencement of the work, disturbance of ACM must follow the appropriate asbestos precautions for the classification of work being performed.

Asbestos-containing materials must be disposed of at a landfill approved to accept asbestos waste.



4.2.2 *Lead*

Construction disturbance of lead in paint and coatings (or other materials) may result in over-exposure to lead dust or fumes. The need for work procedures, engineering controls and personal protective equipment will need to be assessed on a project-by-project basis and must comply with provincial standards or guidelines. Performing an exposure assessment during work that disturbs lead in paints and coatings may be able to alleviate the use of some of the precautions specified by these standards or guidelines.

Dispose of painted non-metallic materials exceeding the criteria for leachable lead as hazardous waste. Well adhered paints containing elevated levels of lead on metal substrates do not require leachable lead analysis as the materials can be recycled with the paint intact.

Lead-containing items should be recycled when taken out of service or prior to building demolition.

4.2.3 *Silica*

Construction disturbance of silica-containing products may result in excessive exposures to airborne silica, especially if performed indoors and dry. Cutting, grinding, drilling or demolition of materials containing silica should be completed only with proper respiratory protection and other worker safety precautions that comply with provincial standards or guidelines.

4.2.4 *Mercury*

Do not break lamps or separate liquid mercury from components. Recycle and reclaim mercury from fluorescent lamps and thermostats when taken out of service. Liquid mercury is classified as a hazardous waste and must be disposed of in accordance with local regulations.

4.2.5 *PCBs*

When light fixtures are removed, examine light ballasts for PCB content. If ballasts are not clearly labelled as "non-PCB", or are suspected to contain PCBs; package and ship ballasts for destruction at a federally permitted facility.

4.2.6 *Mould*

No mould was observed; if mould is uncovered inside wall cavities during hand demolition, use appropriate precautions and protect workers using methods that comply with provincial guidelines.

5.0 **TERMS AND LIMITATIONS**

This work was performed subject to the Terms and Limitations presented or referenced in the proposal for this project.



Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party unless disclosure by Pinchin is required by law. Any use by a third party of reports or documents authored by Pinchin or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted. No other warranties are implied or expressed.

6.0 REFERENCES

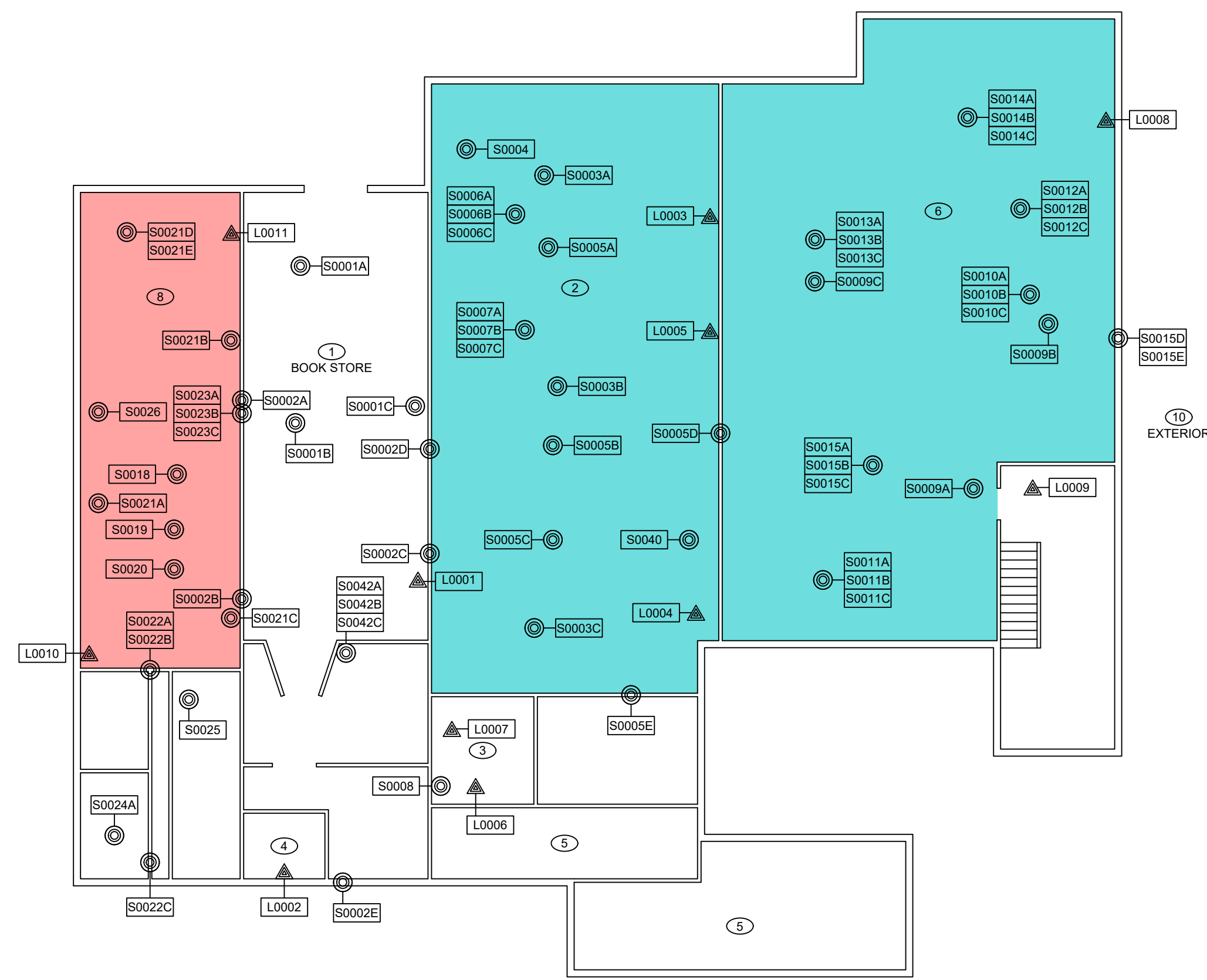
The following legislation and documents were referenced in completing the assessment and this report:

1. Occupational Health and Safety Regulation, B.C. Reg. 296/97, WorkSafe BC.
2. Safe Work Practices for Handling Asbestos, WorkSafe BC, 2017.
3. Hazardous Waste Regulation, B.C. Reg. 261/2006, BC Ministry of Environment.
4. PCB Regulations, SOR/2008-273, Canadian Environmental Protection Act.
5. Lead-Containing Paint and Coatings, Preventing Exposure in the Construction Industry, WorkSafe BC, 2017.

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Template: Master Report for Hazardous Materials Assessment Report (Pre-Construction), Haz, March 27, 2018

APPENDIX I
Drawings



LEGEND:

- (X) LOCATION NUMBER
- ⊙ ASBESTOS BULK SAMPLE LOCATION
- ▲ LEAD BULK SAMPLE LOCATION
- ▣ PCB BULK SAMPLE LOCATION

ASBESTOS-CONTAINING MATERIALS:

- VINYL FLOOR TILES
- VINYL SHEET FLOORING
- PIPING (PARGING CEMENT & AIRCELL)

NOTES:

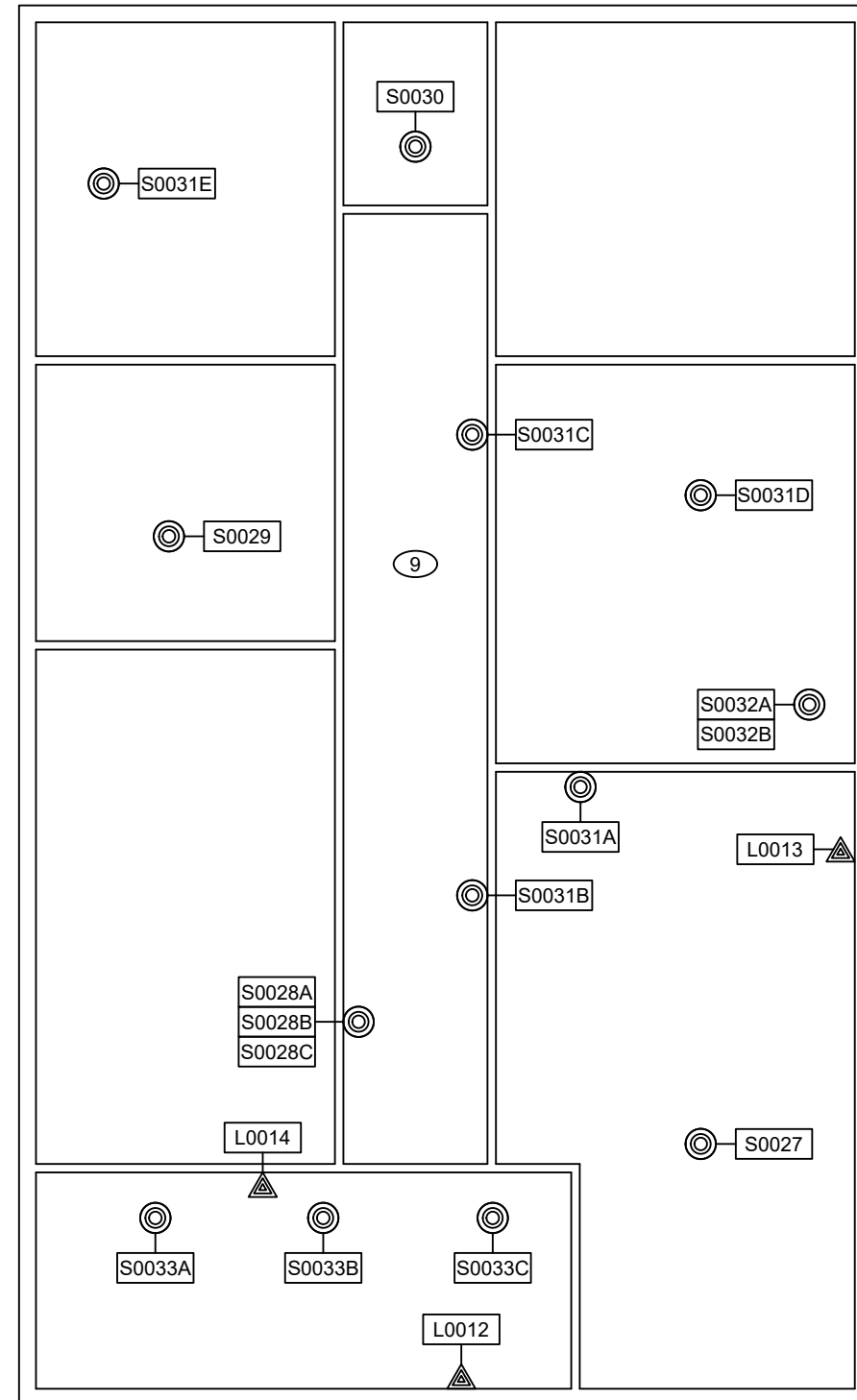
1. NOT ALL KNOWN OR SUSPECTED HAZARDOUS BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED HAZARDOUS BUILDING MATERIALS.
2. LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.
3. ASBESTOS-CONTAINING MASTIC IS PRESENT THROUGHOUT ASSESSED AREA.

CLIENT:
 CORPORATION OF
 THE TOWNSHIP OF ESQUIMALT
 1229 ESQUIMALT ROAD
 VICTORIA, BC

LOCATION:
 1237 - 1243 ESQUIMALT ROAD
 VICTORIA, BC

TITLE:
 HAZARDOUS BUILDING
 MATERIALS ASSESSMENT
 MAIN FLOOR

DATE: 2018/04/26	PROJECT # : 217605
DRAWN BY: PK/DM	DRAWING: 1 OF 4
CHECKED BY: AK	
SCALE: NTS	



LEGEND:

- (X) LOCATION NUMBER
- ⊙ ASBESTOS BULK SAMPLE LOCATION
- ▲ LEAD BULK SAMPLE LOCATION
- ▣ PCB BULK SAMPLE LOCATION

ASBESTOS-CONTAINING MATERIALS:

- VINYL FLOOR TILES
- VINYL SHEET FLOORING
- PIPING (PARGING CEMENT & AIRCELL)

NOTES:

1. NOT ALL KNOWN OR SUSPECTED HAZARDOUS BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED HAZARDOUS BUILDING MATERIALS.
2. LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.
3. ASBESTOS-CONTAINING MASTIC IS PRESENT THROUGHOUT ASSESSED AREA.

CLIENT:

CORPORATION OF
THE TOWNSHIP OF ESQUIMALT
1229 ESQUIMALT ROAD
VICTORIA, BC

LOCATION:

1237 - 1243 ESQUIMALT ROAD
VICTORIA, BC

TITLE:

HAZARDOUS BUILDING
MATERIALS ASSESSMENT
UPSTAIRS RESIDENTIAL
SECOND FLOOR

DATE:

2018/04/26

PROJECT # :

217605

DRAWN BY:

PK/DM

DRAWING:

CHECKED BY:

AK

2 OF 4

SCALE:

NTS



LEGEND:

- LOCATION NUMBER
- ASBESTOS BULK SAMPLE LOCATION
- LEAD BULK SAMPLE LOCATION
- PCB BULK SAMPLE LOCATION

ASBESTOS-CONTAINING MATERIALS:

- VINYL FLOOR TILES
- VINYL SHEET FLOORING
- PIPING (PARGING CEMENT & AIRCELL)

NOTES:

1. NOT ALL KNOWN OR SUSPECTED HAZARDOUS BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED HAZARDOUS BUILDING MATERIALS.
2. LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.
3. ASBESTOS-CONTAINING MASTIC IS PRESENT THROUGHOUT ASSESSED AREA.

CLIENT:

CORPORATION OF
THE TOWNSHIP OF ESQUIMALT
1229 ESQUIMALT ROAD
VICTORIA, BC

LOCATION:

1237 - 1243 ESQUIMALT ROAD
VICTORIA, BC

TITLE:

HAZARDOUS BUILDING
MATERIALS ASSESSMENT
BASEMENT

DATE:

2018/04/26

PROJECT # :

217605

DRAWN BY:

PK/DM

CHECKED BY:

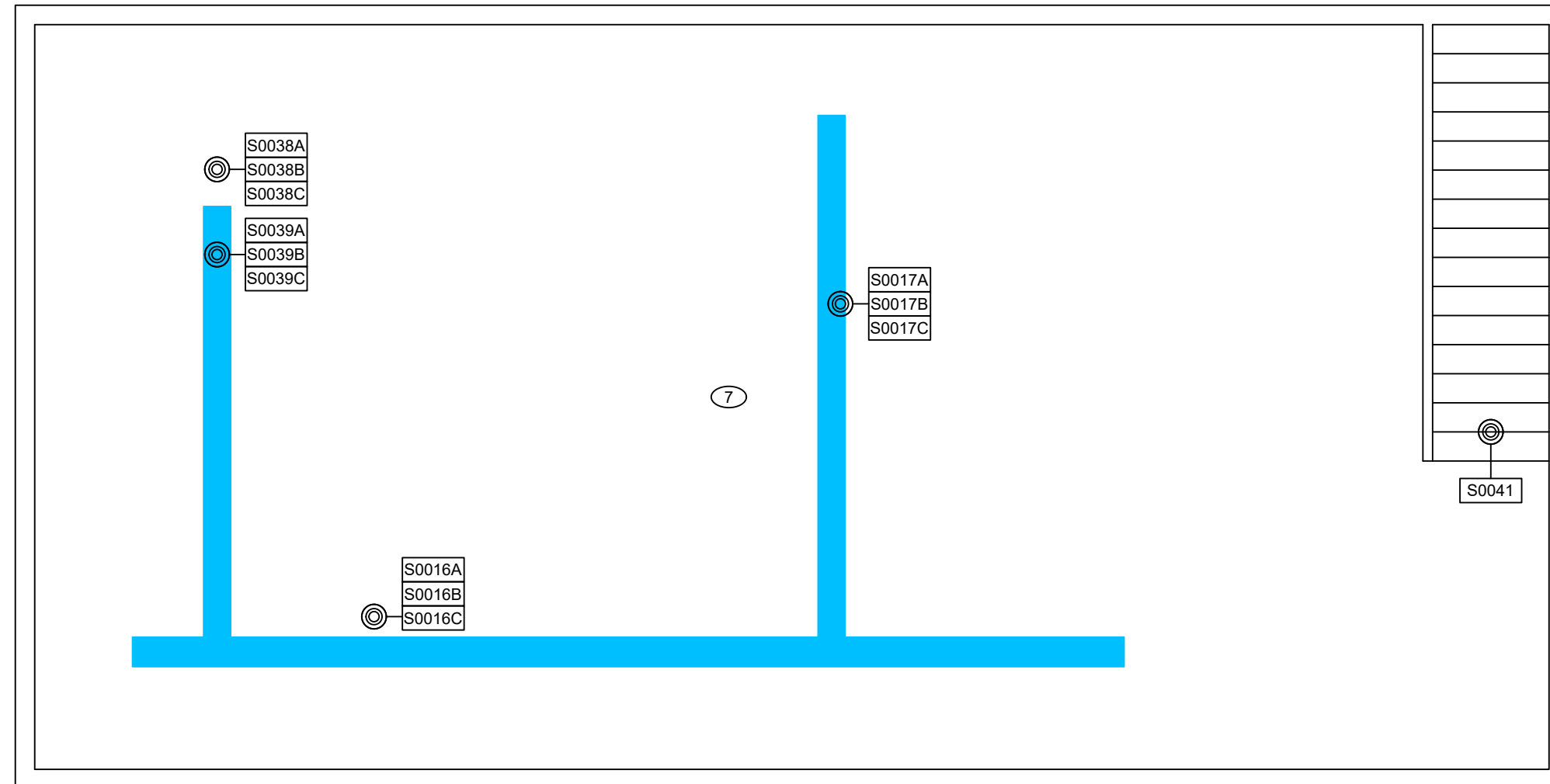
AK

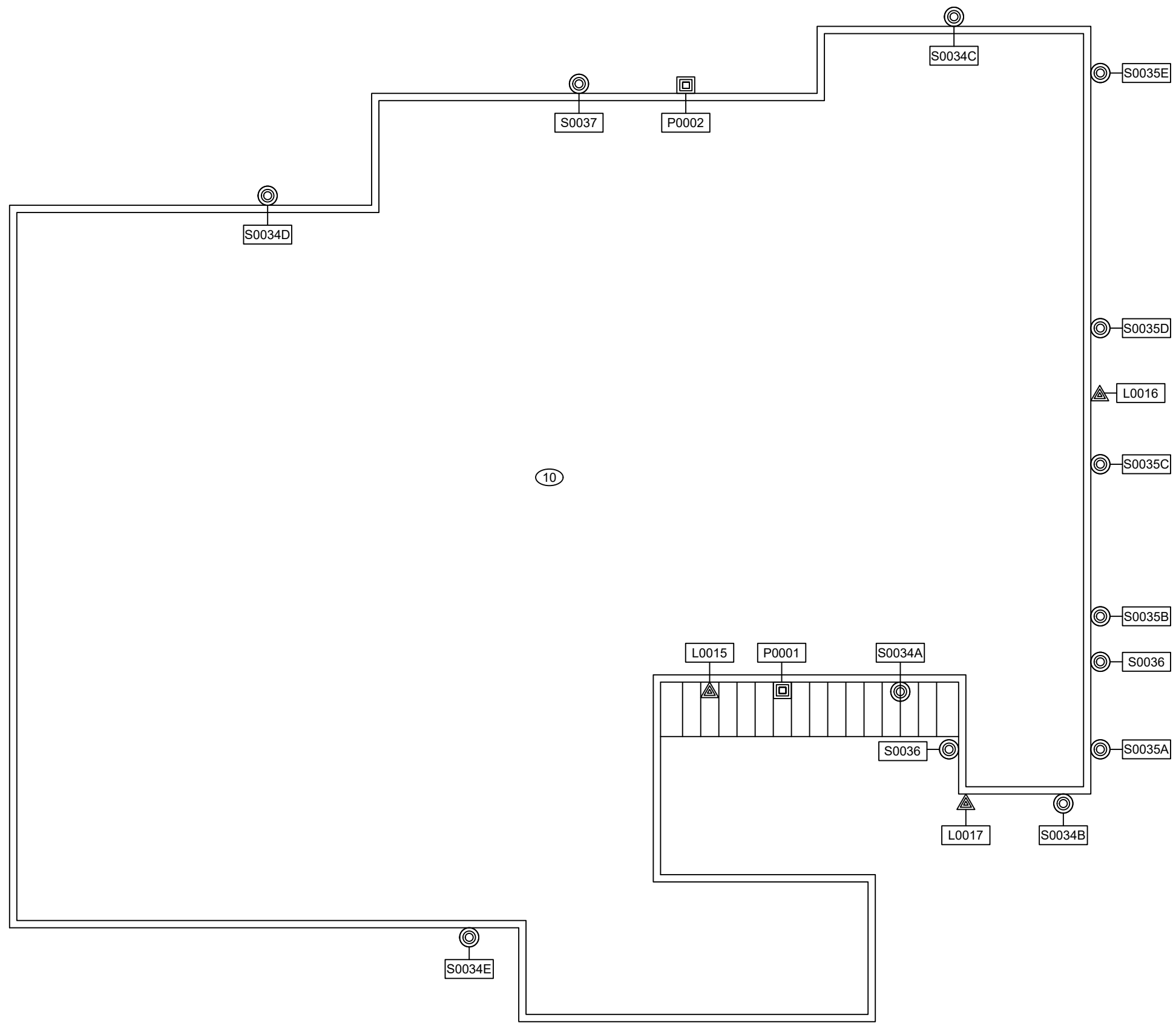
SCALE:

NTS

DRAWING:

3 OF 4





LEGEND:

- (X) LOCATION NUMBER
- ⊙ ASBESTOS BULK SAMPLE LOCATION
- ▲ LEAD BULK SAMPLE LOCATION
- ◻ PCB BULK SAMPLE LOCATION

ASBESTOS-CONTAINING MATERIALS:

- VINYL FLOOR TILES
- VINYL SHEET FLOORING
- PIPING (PARPING CEMENT & AIRCELL)

NOTES:

1. NOT ALL KNOWN OR SUSPECTED HAZARDOUS BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED HAZARDOUS BUILDING MATERIALS.
2. LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.
3. ASBESTOS-CONTAINING MASTIC IS PRESENT THROUGHOUT ASSESSED AREA.

CLIENT:
 CORPORATION OF
 THE TOWNSHIP OF ESQUIMALT
 1229 ESQUIMALT ROAD
 VICTORIA, BC

LOCATION:
 1237 - 1243 ESQUIMALT ROAD
 VICTORIA, BC

TITLE:
 HAZARDOUS BUILDING
 MATERIALS ASSESSMENT
 EXTERIOR

DATE: 2018/04/26	PROJECT #: 217605
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DRAWN BY: PK/DM	4 OF 4
CHECKED BY: AK	

SCALE: NTS	
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APPENDIX II-A
Asbestos Analytical Certificates



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0001A - A	Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_1	tile				Dissolved
S0001A - B	Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_110	mastic				Dissolved
S0001B - A	Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_2	tile				Dissolved
S0001B - B	Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_111	mastic				Dissolved
S0001C - A	Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_3	tile - ashed				Ashed
S0001C - B	Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_112	mastic				Dissolved
S0002A - A	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_4	joint compound				Crushed
S0002A - B	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_113	finish				Crushed

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0002A - C	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_114	base				Crushed
S0002B - A	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_5	finish				Crushed
S0002B - B	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_115	base				Crushed
S0002C - A	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_6	joint compound				Crushed
S0002C - B	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_116	finish				Crushed
S0002C - C	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_117	base				Crushed
S0002D - A	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_7	finish				Crushed
S0002D - B	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_118	base				Crushed

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0002E - A	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_8	finish				Crushed
S0002E - B	Plaster,Plaster On Wood Lath,Loc:1,Book Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_119	base				Crushed
S0003A - A	Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt,	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_9	tile				Dissolved
S0003A - B	Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt,	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_120	mastic				Dissolved
S0003B - A	Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt,	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_10	tile				Dissolved
S0003B - B	Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt,	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_121	mastic				Dissolved
S0003C - A	Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt,	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_11	tile - ashed				Ashed
S0003C - B	Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt,	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_122	mastic				Dissolved

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0004 - A	Vinyl Sheet Flooring (with Backi,Green Rectangle Pattern,Loc:2,1239 Esquimalt,	None Detected		100% Other	Green, Gray Non Fibrous Homogeneous
11808714PLM_12	vinyl				Dissolved
S0004 - B	Vinyl Sheet Flooring (with Backi,Green Rectangle Pattern,Loc:2,1239 Esquimalt,	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_123	mastic				Dissolved
S0005A - A	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_13	joint compound				Crushed
S0005A - B	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_124	finish				Crushed
S0005A - C	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_125	base				Crushed
S0005B - A	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_14	finish				Crushed
S0005B - B	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_126	base				Crushed
S0005C - A	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_15	finish				Crushed

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0005C - B	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_127	base				Crushed
S0005D - A	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_16	finish				Crushed
S0005D - B	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_128	base				Crushed
S0005E - A	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_17	finish				Crushed
S0005E - B	Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_129	base				Crushed
S0006A - A	Vat And Mastic Adhesive,Unidentifiable Under Wood,Loc:2,1239 Esqu	8% Chrysotile		92% Other	Yellow Non Fibrous Homogeneous
11808714PLM_18	tile				Dissolved
S0006A - B	Vat And Mastic Adhesive,Unidentifiable Under Wood,Loc:2,1239 Esqu	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_130	mastic				Dissolved
S0006B - A	Vat And Mastic Adhesive,Unidentifiable Under Wood,Loc:2,1239 Esqu	Not Analyzed			
11808714PLM_19	tile				

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0006B - B	Vat And Mastic Adhesive, Unidentifiable Under Wood, Loc:2, 1239 Esqu	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_131	mastic				Dissolved
S0006C - A	Vat And Mastic Adhesive, Unidentifiable Under Wood, Loc:2, 1239 Esqu	Not Analyzed			
11808714PLM_20	tile				
S0006C - B	Vat And Mastic Adhesive, Unidentifiable Under Wood, Loc:2, 1239 Esqu	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_132	mastic				Dissolved
S0007A - A	Vat And Mastic Adhesive, Red VFT Under Wood, Loc:2, 1239 Esquimalt, Crows Nest 2nd St	8% Chrysotile		92% Other	Red Non Fibrous Homogeneous
11808714PLM_21	tile				Dissolved
S0007A - B	Vat And Mastic Adhesive, Red VFT Under Wood, Loc:2, 1239 Esquimalt, Crows Nest 2nd St	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_133	mastic				Dissolved
S0007B - A	Vat And Mastic Adhesive, Red VFT Under Wood, Loc:2, 1239 Esquimalt, Crows Nest 2nd St	Not Analyzed			
11808714PLM_22	tile				
S0007B - B	Vat And Mastic Adhesive, Red VFT Under Wood, Loc:2, 1239 Esquimalt, Crows Nest 2nd St	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_134	mastic				Dissolved
S0007C - A	Vat And Mastic Adhesive, Red VFT Under Wood, Loc:2, 1239 Esquimalt, Crows Nest 2nd St	Not Analyzed			
11808714PLM_23	tile				

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0007C - B	Vat And Mastic Adhesive, Red VFT Under Wood, Loc:2, 1239 Esquimalt, Crows Nest 2nd St	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_135	mastic				Dissolved
S0008	Ceramic Tiles, Most Of Below Ceramic Tiles, Loc:3, Washroom In 123	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_24					Crushed
S0009A - A	Vat And Mastic Adhesive, 9x9 Red W White Streak, Loc:6, Crows Nest Mai	6% Chrysotile		94% Other	Red Non Fibrous Homogeneous
11808714PLM_25	tile				Dissolved
S0009A - B	Vat And Mastic Adhesive, 9x9 Red W White Streak, Loc:6, Crows Nest Mai	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_136	mastic				Dissolved
S0009B - A	Vat And Mastic Adhesive, 9x9 Red W White Streak, Loc:6, Crows Nest Mai	Not Analyzed			
11808714PLM_26	tile				
S0009B - B	Vat And Mastic Adhesive, 9x9 Red W White Streak, Loc:6, Crows Nest Mai	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_137	mastic				Dissolved
S0009C - A	Vat And Mastic Adhesive, 9x9 Red W White Streak, Loc:6, Crows Nest Mai	Not Analyzed			
11808714PLM_27	tile				
S0009C - B	Vat And Mastic Adhesive, 9x9 Red W White Streak, Loc:6, Crows Nest Mai	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_138	mastic				Dissolved

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Analyst

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



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Mississauga, ON L5N 7W5

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Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0010A - A	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Ne	None Detected		100% Other	Red Non Fibrous Homogeneous
11808714PLM_28	tile				Dissolved
S0010A - B	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Ne	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_139	mastic				Dissolved
S0010B - A	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Ne	None Detected		100% Other	Red Non Fibrous Homogeneous
11808714PLM_29	tile				Dissolved
S0010B - B	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Ne	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_140	mastic				Dissolved
S0010C - A	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Ne	None Detected		100% Other	Red Non Fibrous Homogeneous
11808714PLM_30	tile - ashed				Ashed
S0010C - B	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Ne	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_141	mastic				Dissolved
S0011A - A	Vat And Mastic Adhesive,12x12 Blue Speckle,Loc:6,Crows Nest Ma	None Detected		100% Other	Blue Non Fibrous Homogeneous
11808714PLM_31	tile				Dissolved
S0011A - B	Vat And Mastic Adhesive,12x12 Blue Speckle,Loc:6,Crows Nest Ma	None Detected		100% Other	Black, Yellow Non Fibrous Heterogeneous
11808714PLM_142	mixed mastics				Dissolved

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0011B - A	Vat And Mastic Adhesive, 12x12 Blue Speckle, Loc:6, Crows Nest Ma	None Detected		100% Other	Blue Non Fibrous Homogeneous
11808714PLM_32	tile				Dissolved
S0011B - B	Vat And Mastic Adhesive, 12x12 Blue Speckle, Loc:6, Crows Nest Ma	None Detected		100% Other	Black, Yellow Non Fibrous Heterogeneous
11808714PLM_143	mixed mastics				Dissolved
S0011C - A	Vat And Mastic Adhesive, 12x12 Blue Speckle, Loc:6, Crows Nest Ma	None Detected		100% Other	Blue Non Fibrous Homogeneous
11808714PLM_33	tile - ashed				Ashed
S0011C - B	Vat And Mastic Adhesive, 12x12 Blue Speckle, Loc:6, Crows Nest Ma	None Detected		100% Other	Black, Yellow Non Fibrous Heterogeneous
11808714PLM_144	mixed mastics				Dissolved
S0012A - A	Vat And Mastic Adhesive, 12x12 Purple, Loc:6, Crows Nest Mai	None Detected		100% Other	Purple Non Fibrous Homogeneous
11808714PLM_34	tile				Dissolved
S0012A - B	Vat And Mastic Adhesive, 12x12 Purple, Loc:6, Crows Nest Mai	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_145	mastic				Dissolved
S0012B - A	Vat And Mastic Adhesive, 12x12 Purple, Loc:6, Crows Nest Mai	None Detected		100% Other	Purple Non Fibrous Homogeneous
11808714PLM_35	tile				Dissolved
S0012B - B	Vat And Mastic Adhesive, 12x12 Purple, Loc:6, Crows Nest Mai	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_146	mastic				Dissolved

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Lab Sample ID	Lab Notes				Treatment
S0012C - A	Vat And Mastic Adhesive,12x12 Purple,Loc:6,Crows Nest Mai	None Detected		100% Other	Purple Non Fibrous Homogeneous
11808714PLM_36	tile - ashed				Ashed
S0012C - B	Vat And Mastic Adhesive,12x12 Purple,Loc:6,Crows Nest Mai	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_147	mastic				Dissolved
S0013A	Vat And Mastic Adhesive,12x12 Brown Marble,Loc:6,Crows Nest Mai	None Detected		100% Other	Brown Non Fibrous Homogeneous
11808714PLM_37	self stick tile				Dissolved
S0013B	Vat And Mastic Adhesive,12x12 Brown Marble,Loc:6,Crows Nest Mai	None Detected		100% Other	Brown Non Fibrous Homogeneous
11808714PLM_38	self stick tile				Dissolved
S0013C	Vat And Mastic Adhesive,12x12 Brown Marble,Loc:6,Crows Nest Mai	None Detected		100% Other	Brown Non Fibrous Homogeneous
11808714PLM_39	self stick tile - ashed				Ashed
S0014A - A	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_40	tile				Ashed
S0014A - B	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest	None Detected		100% Other	Black, Yellow Non Fibrous Heterogeneous
11808714PLM_148	mixed mastics				Dissolved
S0014B - A	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_41	tile				Ashed

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Lab Sample ID	Lab Notes				Treatment
S0014B - B	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest	None Detected		100% Other	Black, Yellow Non Fibrous Heterogeneous
11808714PLM_149	mixed mastics				Dissolved
S0014C - A	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_42	tile - ashed				Ashed
S0014C - B	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest	None Detected		100% Other	Black, Yellow Non Fibrous Heterogeneous
11808714PLM_150	mixed mastics				Dissolved
S0015A - A	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_43	finish				Crushed
S0015A - B	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_151	base				Crushed
S0015B - A	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_44	finish				Crushed
S0015B - B	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_152	base				Crushed
S0015C - A	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_45	finish				Crushed

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0015C - B	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_153	base				Crushed
S0015D - A	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_46	finish				Crushed
S0015D - B	Plaster,Bluepaint Plaster,Loc:6,Crows Nest Main Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_154	base				Crushed
S0015E - A	Plaster,Loc:6,Crows Nest Main Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_47	finish				Crushed
S0015E - B	Plaster,Loc:6,Crows Nest Main Store	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_155	base				Crushed
S0016A	Aircell,Aircell,Loc:7,Crows Nest Basement	60% Chrysotile	30% Cellulose	10% Other	Gray Fibrous Heterogeneous
11808714PLM_48					Teased
S0016B	Aircell,Aircell,Loc:7,Crows Nest Basement	Not Analyzed			
11808714PLM_49					
S0016C	Aircell,Aircell,Loc:7,Crows Nest Basement	Not Analyzed			
11808714PLM_50					

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0017A	Parging Cement,Parging Cement Elbows,Loc:7,Crows Nest Basement	50% Chrysotile		50% Other	Gray Fibrous Heterogeneous
11808714PLM_51					Teased
S0017B	Parging Cement,Parging Cement Elbows,Loc:7,Crows Nest Basement	Not Analyzed			
11808714PLM_52					
S0017C	Parging Cement,Parging Cement Elbows,Loc:7,Crows Nest Basement	Not Analyzed			
11808714PLM_53					
S0018 - A	Vinyl Sheet Flooring (with Backi,Faux Ceramic Square,Loc:8,Donair 1243 Esq)	None Detected	30% Cellulose 10% Fiber Glass	60% Other	Gray, White Fibrous Homogeneous
11808714PLM_54	vinyl sheet flooring				Ashed
S0018 - B	Vinyl Sheet Flooring (with Backi,Faux Ceramic Square,Loc:8,Donair 1243 Esq)	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_156	mastic				Dissolved
S0019 - A	Unidentified Material,Foam,Loc:8,Donair 1243 Esquimalt	None Detected	40% Cellulose	60% Other	Beige Fibrous Homogeneous
11808714PLM_55	vinyl sheet flooring				Ashed
S0019 - B	Unidentified Material,Foam,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_157	mastic				Dissolved
S0020	Vinyl Sheet Flooring (with Backi,Vs Below Two Layers,Loc:8,Donair 1243 Esq)	30% Chrysotile		70% Other	Tan, Gray Fibrous Homogeneous
11808714PLM_56	inseparable mastic				Teased

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Lab Sample ID	Lab Notes				Treatment
S0021A - A	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_57	finish				Crushed
S0021A - B	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_158	base				Crushed
S0021B - A	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_58	joint compound				Crushed
S0021B - B	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_159	finish				Crushed
S0021B - C	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_160	base				Crushed
S0021C - A	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_59	finish				Crushed
S0021C - B	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_161	base				Crushed
S0021D - A	Plaster,Covered By Grey Paint,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_60	finish				Crushed

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Lab Sample ID	Lab Notes				Treatment
S0021D - B	Plaster,Covered By Grey Paint,Loc:8,Donair 1243 Esquimalt	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_162	base				Crushed
S0021E - A	Plaster,Covered By Grey Paint,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_61	finish				Crushed
S0021E - B	Plaster,Covered By Grey Paint,Loc:8,Donair 1243 Esquimalt	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_163	base				Crushed
S0022A	Drywall,Drywall,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_62					Crushed
S0022B	Drywall,Drywall,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_63					Crushed
S0022C	Drywall,Drywall,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_64					Crushed
S0023A - A	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_65	baseboard				Ashed
S0023A - B	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_164	mastic				Ashed

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Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0023B - A	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_66	baseboard				Ashed
S0023B - B	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_165	mastic				Ashed
S0023C - A	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Black Non Fibrous Homogeneous
11808714PLM_67	baseboard				Ashed
S0023C - B	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_166	mastic				Ashed
S0024A - A	Vinyl Sheet Flooring (with Backi,Faux White Ceramic,Loc:8,Donair 1243 E	None Detected	20% Synthetic Fibers	80% Other	Beige Fibrous Homogeneous
11808714PLM_68	vinyl sheet flooring				Ashed
S0024A - B	Vinyl Sheet Flooring (with Backi,Faux White Ceramic,Loc:8,Donair 1243 E	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_167	mastic				Dissolved
S0025 - A	Vinyl Sheet Flooring (with Backi,Faux Ceramic Brown 12x12,Loc:8,Donair 1243 Esq	None Detected	30% Fiber Glass	70% Other	Brown, White Fibrous Homogeneous
11808714PLM_69	vinyl sheet flooring				Ashed
S0025 - B	Vinyl Sheet Flooring (with Backi,Faux Ceramic Brown 12x12,Loc:8,Donair 1243 Esq	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_168	mastic				Dissolved

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Lab Sample ID	Lab Notes				Treatment
S0026	Mastic,Black Mastic Under Sink,Loc:8,Donair 1243 Esquimalt	4% Chrysotile		96% Other	Black Non Fibrous Homogeneous
11808714PLM_70					Dissolved
S0027 - A	Vinyl Sheet Flooring (with Backi,Grey And Red Marbled,Loc:9,1237 Residenti	None Detected	30% Cellulose	70% Other	Gray Fibrous Homogeneous
11808714PLM_71	vinyl				Dissolved
S0027 - B	Vinyl Sheet Flooring (with Backi,Grey And Red Marbled,Loc:9,1237 Residenti	None Detected	70% Cellulose	30% Other	Black Fibrous Homogeneous
11808714PLM_169	felt/mastic				Dissolved
S0028A - A	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Resident	None Detected	30% Cellulose	70% Other	Gray Fibrous Homogeneous
11808714PLM_72	vinyl				Dissolved
S0028A - B	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Resident	None Detected	70% Cellulose	30% Other	Black Fibrous Homogeneous
11808714PLM_170	felt/mastic				Dissolved
S0028B - A	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Resident	None Detected	30% Cellulose	70% Other	Gray Fibrous Homogeneous
11808714PLM_73	vinyl				Dissolved
S0028B - B	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Resident	None Detected	70% Cellulose	30% Other	Black Fibrous Homogeneous
11808714PLM_171	felt/mastic				Dissolved
S0028C - A	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Resident	None Detected	30% Cellulose	70% Other	Gray Fibrous Homogeneous
11808714PLM_74	vinyl				Dissolved

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0028C - B	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Resident	None Detected	70% Cellulose	30% Other	Black Fibrous Homogeneous
11808714PLM_172	felt/ mastic				Dissolved
S0029 - A	Vinyl Sheet Flooring (with Backi,White Faux Ceramic Square Pattern,Loc:9,1237 Re	None Detected	40% Cellulose	60% Other	White Fibrous Homogeneous
11808714PLM_75	vinyl sheet flooring				Ashed
S0029 - B	Vinyl Sheet Flooring (with Backi,White Faux Ceramic Square Pattern,Loc:9,1237 Re	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_173	mastic				Dissolved
S0030 - A	Vinyl Sheet Flooring (with Backi,Brown/Black Checker Pattern,Loc:9,1237 Residential	None Detected	40% Cellulose	60% Other	Yellow Fibrous Homogeneous
11808714PLM_76	vinyl sheet flooring				Dissolved
S0030 - B	Vinyl Sheet Flooring (with Backi,Brown/Black Checker Pattern,Loc:9,1237 Residential	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_174	mastic				Dissolved
S0031A - A	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_77	finish				Crushed
S0031A - B	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_175	base				Crushed
S0031B - A	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_78	finish				Crushed

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0031B - B	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_176	base				Crushed
S0031C - A	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_79	finish				Crushed
S0031C - B	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_177	base				Crushed
S0031D - A	Plaster,Ceiling Plaster,Loc:9,1237 Residential Upstairs	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_80	finish				Crushed
S0031D - B	Plaster,Ceiling Plaster,Loc:9,1237 Residential Upstairs	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_178	base				Crushed
S0031E - A	Plaster,Ceiling Plaster,Loc:9,1237 Residential Upstairs	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_81	finish				Crushed
S0031E - B	Plaster,Ceiling Plaster,Loc:9,1237 Residential Upstairs	None Detected	2% Hair	98% Other	Gray Non Fibrous Heterogeneous
11808714PLM_179	base				Crushed
S0032A	Glued-on Ceiling Tiles,Glue On White Tile,Loc:9,1237 Residential Upstairs	None Detected	95% Cellulose	5% Other	Tan Fibrous Homogeneous
11808714PLM_82					Ashed

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0032B	Glued-on Ceiling Tiles, Glue On White Tile, Loc:9, 1237 Residential Upstairs	None Detected	95% Cellulose	5% Other	Tan Fibrous Homogeneous
11808714PLM_83					Ashed
S0033A	Texture Coat, White Textured Coat, Loc:9, 1237 Residential Upstairs	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_84					Crushed
S0033B	Texture Coat, White Textured Coat, Loc:9, 1237 Residential Upstairs	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_85					Crushed
S0033C	Texture Coat, White Textured Coat, Loc:9, 1237 Residential Upstairs	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_86					Crushed
S0034A	Texture Coat, Pink Textured, Loc:10, Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_87					Crushed
S0034B	Texture Coat, Pink Textured, Loc:10, Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_88					Crushed
S0034C	Texture Coat, Pink Textured, Loc:10, Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_89					Crushed
S0034D	Texture Coat, Pink Textured, Loc:10, Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_90					Crushed

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Megan Javonovich (180)

Analyst

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0034E	Texture Coat,Pink Textured,Loc:10,Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_91					Crushed
S0035A	Texture Coat,White Textured Coat,Loc:10,Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_92					Crushed
S0035B	Texture Coat,White Textured Coat,Loc:10,Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_93					Crushed
S0035C	Texture Coat,White Textured Coat,Loc:10,Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_94					Crushed
S0035D	Texture Coat,White Textured Coat,Loc:10,Exterior	None Detected		100% Other	Pink Non Fibrous Homogeneous
11808714PLM_95					Crushed
S0035E	Texture Coat,White Textured Coat,Loc:10,Exterior	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_96					Crushed
S0036N	Caulking,White Window Caulking,Loc:10,Exterior	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_97					Crushed
S0037	Caulking,Storefront Window Caulking,Loc:10,Exterior	None Detected		100% Other	Gray Non Fibrous Homogeneous
11808714PLM_98					Ashed

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Megan Javonovich (180)

Analyst

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0038A	Chimney Debris,Loc:7,Crows Nest Basement	None Detected		100% Other	Black, Gray Non Fibrous Heterogeneous
11808714PLM_99					Crushed
S0038B	Chimney Debris,Loc:7,Crows Nest Basement	None Detected		100% Other	Black, Gray Non Fibrous Heterogeneous
11808714PLM_100					Crushed
S0038C	Chimney Debris,Loc:7,Crows Nest Basement	None Detected		100% Other	Black, Gray Non Fibrous Heterogeneous
11808714PLM_101					Crushed
S0039A	Masonry Mortar,Brick Mortar,Loc:7,Crows Nest Basement	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_102					Crushed
S0039B	Masonry Mortar,Brick Mortar,Loc:7,Crows Nest Basement	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_103					Crushed
S0039C	Masonry Mortar,Brick Mortar,Loc:7,Crows Nest Basement	None Detected		100% Other	Gray Non Fibrous Heterogeneous
11808714PLM_104					Crushed
S0040	Ash From Chimney,Loc:2,1239 Esquimalt, Crows Nest 2nd St	None Detected		100% Other	Yellow, Black, Gray Non Fibrous Heterogeneous
11808714PLM_105					Dissolved, Crushed
S0041 - A	Vsf And Mastic Adhesive,Vinyl Stair Tread,Loc:7,Crows Nest Base	None Detected		100% Other	Brown Non Fibrous Homogeneous
11808714PLM_106	vinyl sheet flooring				Ashed

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Megan Javonovich (180)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



NVLAP Lab Code: 200664-0



Customer: Pinchin Ltd.
2470 Milltower Court
Mississauga, ON L5N 7W5

Attn: Scott Nicol
Akaash Khokhar

Lab Order ID: 11808714
Analysis ID: 11808714_PLM
Date Received: 4/10/2018
Date Reported: 4/16/2018

Project: 1237 Esquimalt Road Pre Demo

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0041 - B	Vsf And Mastic Adhesive,Vinyl Stair Tread,Loc:7,Crows Nest Base	None Detected		100% Other	Yellow Non Fibrous Homogeneous
11808714PLM_180	mastic				Dissolved
S0042A	Drywall And Joint Compound,White Reno Walls,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_107					Crushed
S0042B	Drywall And Joint Compound,White Reno Walls,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_108					Crushed
S0042C	Drywall And Joint Compound,White Reno Walls,Loc:1,Book Store	None Detected		100% Other	White Non Fibrous Homogeneous
11808714PLM_109					Crushed

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Megan Javonovich (180)

Analyst

Approved Signatory

11808714

Version 1-15-2012

Client:	Pinchin Ltd.	*Instructions: Use Column "B" for your contact info To See an Example Click the bottom Example Tab. 114 Begin Samples with a "<<" "above the first sample and end with a ">>" below the last sample. Only Enter your data on the first sheet "Sheet1" <i>Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.</i>
Contact:	Scott Nicol	
Address:	2470 Milltower Court Mississauga ON L5N 7W6	
Phone:	250 812 5841	
Fax:		
Email:	snicol@pinchin.com akhokhar@pinchin.com	
Project:	1237 Esquimalt Road Pre Demo Stop positive on all samples. Perform gravimetric reduction on third vinyl floor tile if first two are ND.	
Client Notes:		
P.O. #:	0217605.000	
Date Submitted:	04-06-2018	
Analysis:	PLM BULK EPA 600	
TurnAroundTime:	5 days	

Scientific Analytical Institute



4604 Dundas Dr.
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com

Sample Number	Data 1 (Lab use only)	Sample Description	Data 2 (Lab use only)
---------------	-----------------------	--------------------	-----------------------

<<			
S0001A		Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	
S0001B		Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	
S0001C		Vat And Mastic Adhesive,12x12 Mottled Red Tile,Loc:1,Book Store	
S0002A		Plaster,Plaster On Wood Lath,Loc:1,Book Store	
S0002B		Plaster,Plaster On Wood Lath,Loc:1,Book Store	
S0002C		Plaster,Plaster On Wood Lath,Loc:1,Book Store	
S0002D		Plaster,Plaster On Wood Lath,Loc:1,Book Store	
S0002E		Plaster,Plaster On Wood Lath,Loc:1,Book Store	
S0003A		Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0003B		Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0003C		Vat And Mastic Adhesive,Grey Mottled White,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0004		Vinyl Sheet Flooring (with Backl,Green Rectangle Pattern,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0005A		Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0005B		Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0005C		Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0005D		Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0005E		Plaster,Plaster On Wood Lath,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0006A		Vat And Mastic Adhesive,Unidentifiable Under Wood,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0006B		Vat And Mastic Adhesive,Unidentifiable Under Wood,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0006C		Vat And Mastic Adhesive,Unidentifiable Under Wood,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0007A		Vat And Mastic Adhesive,Red VFT Under Wood,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0007B		Vat And Mastic Adhesive,Red VFT Under Wood,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0007C		Vat And Mastic Adhesive,Red VFT Under Wood,Loc:2,1239 Esquimalt, Crows Nest 2nd Store	
S0008		Ceramic Tiles,Most Of Below Ceramic Tiles,Loc:3,Washroom In 1239	

Accepted

Rejected

J. Hamilton
 4/10/18
 10:30 AM

11808714

S0009A	Vat And Mastic Adhesive,9x9 Red W White Streak,Loc:6,Crows Nest Main Store
S0009B	Vat And Mastic Adhesive,9x9 Red W White Streak,Loc:6,Crows Nest Main Store
S0009C	Vat And Mastic Adhesive,9x9 Red W White Streak,Loc:6,Crows Nest Main Store
S0010A	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Nest Main Store
S0010B	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Nest Main Store
S0010C	Vat And Mastic Adhesive,12x12 Maroon W Brown Fleck,Loc:6,Crows Nest Main Store
S0011A	Vat And Mastic Adhesive,12x12 Blue Speckle,Loc:6,Crows Nest Main Store
S0011B	Vat And Mastic Adhesive,12x12 Blue Speckle,Loc:6,Crows Nest Main Store
S0011C	Vat And Mastic Adhesive,12x12 Blue Speckle,Loc:6,Crows Nest Main Store
S0012A	Vat And Mastic Adhesive,12x12 Purple,Loc:6,Crows Nest Main Store
S0012B	Vat And Mastic Adhesive,12x12 Purple,Loc:6,Crows Nest Main Store
S0012C	Vat And Mastic Adhesive,12x12 Purple,Loc:6,Crows Nest Main Store
S0013A	Vat And Mastic Adhesive,12x12 Brown Marble,Loc:6,Crows Nest Main Store
S0013B	Vat And Mastic Adhesive,12x12 Brown Marble,Loc:6,Crows Nest Main Store
S0013C	Vat And Mastic Adhesive,12x12 Brown Marble,Loc:6,Crows Nest Main Store
S0014A	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest Main Store
S0014B	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest Main Store
S0014C	Vat And Mastic Adhesive,12x12 Brown/grey,Loc:6,Crows Nest Main Store
S0015A	Plaster,Bluevpaint Plaster,Loc:6,Crows Nest Main Store
S0015B	Plaster,Bluevpaint Plaster,Loc:6,Crows Nest Main Store
S0015C	Plaster,Bluevpaint Plaster,Loc:6,Crows Nest Main Store
S0015D	Plaster,Bluevpaint Plaster,Loc:6,Crows Nest Main Store
S0015E	Plaster,Loc:6,Crows Nest Main Store
S0016A	Aircell,Aircell,Loc:7,Crows Nest Basement
S0016B	Aircell,Aircell,Loc:7,Crows Nest Basement
S0016C	Aircell,Aircell,Loc:7,Crows Nest Basement
S0017A	Parging Cement,Parging Cement Elbows,Loc:7,Crows Nest Basement
S0017B	Parging Cement,Parging Cement Elbows,Loc:7,Crows Nest Basement
S0017C	Parging Cement,Parging Cement Elbows,Loc:7,Crows Nest Basement
S0018	Vinyl Sheet Flooring (with Backi,Faux Ceramic Square,Loc:8,Donair 1243 Esquimalt
S0019	Unidentified Material,Foam,Loc:8,Donair 1243 Esquimalt
S0020	Vinyl Sheet Flooring (with Backi,Vs Below Two Layers,Loc:8,Donair 1243 Esquimalt
S0021A	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt
S0021B	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt
S0021C	Plaster,Plaster,Loc:8,Donair 1243 Esquimalt
S0021D	Plaster,Covered By Grey Paint,Loc:8,Donair 1243 Esquimalt
S0021E	Plaster,Covered By Grey Paint,Loc:8,Donair 1243 Esquimalt
S0022A	Drywall,Drywall,Loc:8,Donair 1243 Esquimalt
S0022B	Drywall,Drywall,Loc:8,Donair 1243 Esquimalt
S0022C	Drywall,Drywall,Loc:8,Donair 1243 Esquimalt
S0023A	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt
S0023B	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt
S0023C	N/a,Black Vinyl Base Board,Loc:8,Donair 1243 Esquimalt
S0024A	Vinyl Sheet Flooring (with Backi,Faux White Ceramic,Loc:8,Donair 1243 Esquimalt
S0025	Vinyl Sheet Flooring (with Backi,Faux Ceramic Brown 12x12,Loc:8,Donair 1243 Esquimalt
S0026	Mastic,Black Mastic Under Sink,Loc:8,Donair 1243 Esquimalt

11808714

S0027	Vinyl Sheet Flooring (with Backi,Grey And Red Marbled,Loc:9,1237 Residential Upstairs
S0028A	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Residential Upstairs
S0028B	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Residential Upstairs
S0028C	Vat And Mastic Adhesive,9x9 Blue/grey Marbling,Loc:9,1237 Residential Upstairs
S0029	Vinyl Sheet Flooring (with Backi,White Faux Ceramic Square Pattern,Loc:9,1237 Residential Upstairs
S0030	Vinyl Sheet Flooring (with Backi,Brown/Black Checker Pattern,Loc:9,1237 Residential Upstairs
S0031A	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs
S0031B	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs
S0031C	Plaster,Plaster Walls,Loc:9,1237 Residential Upstairs
S0031D	Plaster,Ceiling Plaster,Loc:9,1237 Residential Upstairs
S0031E	Plaster,Ceiling Plaster,Loc:9,1237 Residential Upstairs
S0032A	Glued-on Ceiling Tiles,Glue On White Tile,Loc:9,1237 Residential Upstairs
S0032B	Glued-on Ceiling Tiles,Glue On White Tile,Loc:9,1237 Residential Upstairs
S0033A	Texture Coat,White Textured Coat,Loc:9,1237 Residential Upstairs
S0033B	Texture Coat,White Textured Coat,Loc:9,1237 Residential Upstairs
S0033C	Texture Coat,White Textured Coat,Loc:9,1237 Residential Upstairs
S0034A	Texture Coat,Pink Textured,Loc:10,Exterior
S0034B	Texture Coat,Pink Textured,Loc:10,Exterior
S0034C	Texture Coat,Pink Textured,Loc:10,Exterior
S0034D	Texture Coat,Pink Textured,Loc:10,Exterior
S0034E	Texture Coat,Pink Textured,Loc:10,Exterior
S0035A	Texture Coat,White Textured Coat,Loc:10,Exterior
S0035B	Texture Coat,White Textured Coat,Loc:10,Exterior
S0035C	Texture Coat,White Textured Coat,Loc:10,Exterior
S0035D	Texture Coat,White Textured Coat,Loc:10,Exterior
S0035E	Texture Coat,White Textured Coat,Loc:10,Exterior
S0036N	Caulking,White Window Caulking,Loc:10,Exterior
S0037	Caulking,Storefront Window Caulking,Loc:10,Exterior
S0038A	Chimney Debris,Loc:7,Crows Nest Basement
S0038B	Chimney Debris,Loc:7,Crows Nest Basement
S0038C	Chimney Debris,Loc:7,Crows Nest Basement
S0039A	Masonry Mortar,Brick Mortar,Loc:7,Crows Nest Basement
S0039B	Masonry Mortar,Brick Mortar,Loc:7,Crows Nest Basement
S0039C	Masonry Mortar,Brick Mortar,Loc:7,Crows Nest Basement
S0040	Ash From Chimney,Loc:2,1239 Esquimalt, Crows Nest 2nd Store
S0041	Vsf And Mastic Adhesive,Vinyl Stair Tread,Loc:7,Crows Nest Basement
S0042A	Drywall And Joint Compound,White Reno Walls,Loc:1,Book Store
S0042B	Drywall And Joint Compound,White Reno Walls,Loc:1,Book Store
S0042C	Drywall And Joint Compound,White Reno Walls,Loc:1,Book Store

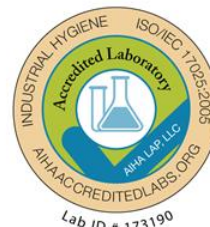
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APPENDIX II-B
Lead Analytical Certificates



Bulk Metals Concentration by Inductively-Coupled Plasma Analysis (ICP)

EPA SW-846 3050B



Client:	Pinchin Ltd 2470 Milltower Court Mississauga, ON L5N 7W5	Attn:	Scott Nicol Akaash Khokhar	Lab Order ID:	11808700
Project:	1237 Esquimalt Road Pre Demo			Date Received:	4/10/2016
				Date Reported:	4/16/2016
				Page:	1 of 3

Sample ID	Description	Weight (g)	*Element	Reporting Limit (µg)	Concentration (ppm)	Concentration (% by weight)
Lab Sample ID	Lab Notes					
L0001	Wall, Plaster, Blue Paint, Loc:1, Book Store	0.0503	Pb	4.0	220	0.022
11808700IPB_1						
L0002	Wall, Plaster, White Paint Bathroom, Loc:1, Book Store	0.0803	Pb	4.0	<50	<0.005
11808700IPB_2						
L0003	Wall, Plaster, White, Loc:2, 1239 Esquimalt, Crows Nest 2nd Store	0.0878	Pb	4.0	1500	0.15
11808700IPB_3						
L0004	Wall, Plaster, Red/pink, Loc:2, 1239 Esquimalt, Crows Nest 2nd Store	0.0511	Pb	4.0	170	0.017
11808700IPB_4						
L0005	Wall, Plaster, Blue, Loc:2, 1239 Esquimalt, Crows Nest 2nd Store	0.0398	Pb	4.0	<100	<0.01
11808700IPB_5						
L0006	Beige paint flaking, loc 3 washroom in 1239	0.0635	Pb	4.0	<63	<0.0063
11808700IPB_6						
L0007	Floor, plaster ceramic glazing loc 3 washroom,	0.0554	Pb	4.0	130	0.013
11808700IPB_7						

Daniel Olson

Analyst

Lab Director

* SAI is AIHA ELLAP accredited for Pb only for bulk metals.

Unless otherwise noted blank sample correction was not performed on analytical results. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. MDLs are available upon request. Time-weighted average (TWA) calculations are based on customer supplied data and valid only for samples included in the specified TWA group. Scientific Analytical Institute participates in the AIHA ELPAT program. ELPAT Laboratory ID: 173190.

I-F-003 EXP: 2/28/2020



Bulk Metals Concentration by Inductively-Coupled Plasma Analysis (ICP)

EPA SW-846 3050B



Client:	Pinchin Ltd 2470 Milltower Court Mississauga, ON L5N 7W5	Attn:	Scott Nicol Akaash Khokhar	Lab Order ID:	11808700
Project:	1237 Esquimalt Road Pre Demo			Date Received:	4/10/2016
				Date Reported:	4/16/2016
				Page:	2 of 3

Sample ID	Description	Weight (g)	*Element	Reporting Limit (µg)	Concentration (ppm)	Concentration (% by weight)
Lab Sample ID	Lab Notes					
L0008	Wall palter, white loc 6 crows nest main store	0.0696	Pb	4.0	63	0.0063
11808700IPB_8						
L0009	Wall, concrete (poured) blue paint loc 6 crows nest main store	0.0269	Pb	4.0	7100	0.71
11808700IPB_9						
L0010	Wall, plaster, grey paint, loc 8 donair 1243 Esquimalt	0.0802	Pb	4.0	660	0.066
11808700IPB_10						
L0011	Wall, plaster, blue paint, under gray loc 8 donair 1243	0.0798	Pb	4.0	3200	0.32
11808700IPB_11						
L0012	Wall, wood, yellow window frame paint loc9 1237	0.0764	Pb	4.0	1200	0.12
11808700IPB_12						
L0013	Wall, plaster, white wall paint loc 9 1237 residential	0.0536	Pb	2.5.0	3200	0.32
11808700IPB_13						
L0014	Wall, plaster, white textured finish paint loc 9 1237	0.0545	Pb	4.0	180	0.018
11808700IPB_14						
L0015	Other, wood, white paint loc 10 exterior	0.0783	Pb	25	45000	4.5
11808700IPB_15						

Daniel Olson

Analyst

Lab Director

* SAI is AIHA ELLAP accredited for Pb only for bulk metals.

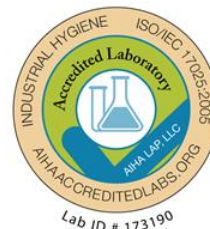
Unless otherwise noted blank sample correction was not performed on analytical results. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. MDLs are available upon request. Time-weighted average (TWA) calculations are based on customer supplied data and valid only for samples included in the specified TWA group. Scientific Analytical Institute participates in the AIHA ELPAT program. ELPAT Laboratory ID: 173190.

I-F-003 EXP: 2/28/2020



Bulk Metals Concentration by Inductively-Coupled Plasma Analysis (ICP)

EPA SW-846 3050B



Client:	Pinchin Ltd 2470 Milltower Court Mississauga, ON L5N 7W5	Attn:	Scott Nicol Akaash Khokhar	Lab Order ID:	11808700
Project:	1237 Esquimalt Road Pre Demo			Date Received:	4/10/2016
				Date Reported:	4/16/2016
				Page:	3 of 3

Sample ID	Description	Weight (g)	*Element	Reporting Limit (µg)	Concentration (ppm)	Concentration (% by weight)
Lab Sample ID	Lab Notes					
L0016	Wall, texture coat textured coat white park place	0.0602	Pb	4.0	<66	<0.0066
11808700IPB_16						
L0017	Wall, texture coat, texture pink loc 10 exterior	0.0718	Pb	4.0	110	0.011
11808700IPB_17						

Daniel Olson

Analyst

Lab Director

* SAI is AIHA ELLAP accredited for Pb only for bulk metals.

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I-F-003 EXP: 2/28/2020

11808700

Version 1-15-2012

Client:	Pinchin Ltd.	"Instructions: Use Column "B" for your contact info To See an Example Click the bottom Example Tab. 18 Begin Samples with a "<<" "above the first sample and end with a ">>" below the last sample. Only Enter your data on the first sheet "Sheet1" <i>Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.</i>
Contact:	S Nicol	
Address:	2470 Milltower Court Mississauga ON L5N 7W5	
Phone:	250 812 5841	
Fax:		
Email:	snicol@pinchin.com akhokhar@pinchin.com	
Project:	1237 Esquimalt Road Pre Demo	
Client Notes:		
P.O. #:	0217605.000	
Date Submitted:	04-06-2018	
Analysis:	PAINT CHIPS FLAME AA	
TurnAroundTime:	5 Days	

Scientific Analytical Institute



**4604 Dundas Dr.
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com**

Sample Number	Data 1 (Lab use only)	Sample Description	Data 2 (Lab use only)
---------------	-----------------------	--------------------	-----------------------

<<			
L0001		Wall, Plaster, Blue Paint, Loc:1, Book Store	
L0002		Wall, Plaster, White Paint Bathroom, Loc:1, Book Store	
L0003		Wall, Plaster, White, Loc:2, 1239 Esquimalt, Crows Nest 2nd Store	
L0004		Wall, Plaster, Red/pink, Loc:2, 1239 Esquimalt, Crows Nest 2nd Store	
L0005		Wall, Plaster, Blue, Loc:2, 1239 Esquimalt, Crows Nest 2nd Store	
L0006		Wall, Plaster, Beige Paint Flaking, Loc:3, Washroom In 1239	
L0007		Floor, Plaster, Ceramic Glazing, Loc:3, Washroom In 1239	
L0008	Accepted <input checked="" type="checkbox"/>	Wall, Plaster, White, Loc:6, Crows Nest Main Store	
L0009		Wall, Concrete(poured), Blue Paint, Loc:6, Crows Nest Main Store	
L0010		Wall, Plaster, Grey Paint, Loc:8, Donair 1243 Esquimalt	
L0011	Rejected <input type="checkbox"/>	Wall, Plaster, Blue Pain. Under Grey..., Loc:8, Donair 1243 Esquimalt	
L0012		Wall, Wood, Yellow Window Frame Paint, Loc:9, 1237 Residential Upstairs	
L0013		Wall, Plaster, White Wall Paint, Loc:9, 1237 Residential Upstairs	
L0014		Wall, Plaster, White Textured Finish Paint, Loc:9, 1237 Residential Upstairs	
L0015		Other, Wood, White Paint, Loc:10, Exterior	
L0016		Wall, Texture Coat, Textured Coat White, Park Place Side, Loc:10, Exterior	
L0017		Wall, Texture Coat, Texture Pink, Loc:10, Exterior	

K. Hamilton
 4/10/18
 10:30 AM



APPENDIX II-C
PCB Analytical Certificates

Certificate of Analysis

Akaash Khokhar

Pinchin Environmental Ltd (Corbeil)
911 Mcpherson Drive, Corbeil, ON, P0H1KO

Printed: May 04, 2018

Report Description: 2 solid samples were submitted for the following chemical analysis

Project Name: HBMA	Date Sampled: Apr 26, 2018
Project No.: 217605	Date Tested: May 04, 2018
Site Location: 1237 Esquimalt Road, Victoria, BC	Sampled by: Scott Nicol

Report Number: 18-0781

No.	Analyte	Result	Units	MDL	Comments	Technique / Test Method
<u>1</u>	<u>Sample ID.:</u> PCB 01 - White exterior caulking around windows					
	PCBs in Solid	<0.5	mg/kg	0.5		LAB-M06 (EPA 3550C/8082A modified)
<u>2</u>	<u>Sample ID.:</u> PCB 02 - White exterior caulking around doors					
	PCBs in Solid	<0.5	mg/kg	0.5		LAB-M06 (EPA 3550C/8082A modified)

Results relate only to the samples tested above, as received.

Approved By:

Son C.H. Le, B. Eng. (Chem.)

Lab Manager

Phone: (519) 740-1333 Ext.: 230

Fax: (519) 740-2320

Email: SonLe@aevitas.ca

The Analytical Chemistry Laboratory of Aevitas Inc. (Ayr) is accredited for specific tests in accordance with the recognised International Standard ISO/IEC 17025:2005 by the Canadian Association for Laboratory Accreditation (CALA) Inc. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated 8 January 2009). The laboratory quality management system of Aevitas Inc. (Ayr) meets the principles of ISO 9001:2008.

All Analytical data is subject to uncertainty which, may vary with sample matrices, sample preparation techniques and instrumental parameters. As a general guideline, uncertainty may be expressed as approximately +/- 50% of the reported value at or near the Method Detection Limit (MDL) and +/-10% or less, of the reported result that is greater than 10 times the MDL. Method Detection Limits are defined as approximately 3 times the standard deviation value (at 99% confidence level), which is obtained from replicate analysis of a low-level standard as per the Ontario MOE - MISA Protocol for the Sampling and Analysis of Industrial / Municipal Wastewater (1999). MDL determination is based on undiluted samples with relatively low matrix interferences. Where dilutions are required, the reported MDL value will be scaled proportionally.

All testing procedures follow strict guidelines and quality assurance / quality control (QA/QC) protocols. QA/QC data is available for review at any time upon client's request.

APPENDIX III
Methodology

1.0 GENERAL

Pinchin conducts a room-by-room survey (rooms, corridors, service areas, exterior, etc.) to identify the hazardous building materials as defined by the scope of work. All work is conducted in accordance with our own internal Standard Operating Procedures.

Information regarding the location and condition of hazardous building materials encountered and visually estimated quantities are recorded. The locations of any samples collected are recorded on small-scale plans.

As-built drawings and previous reports are referenced where provided.

1.1 Limitations on Scope

The assessment excludes the following:

- Articles belonging to the owner, tenant or occupant (e.g. stored items, furniture, appliances, etc.);
- Underground materials or equipment (e.g. vessels, drums, underground storage tanks, pipes, etc.);
- Building envelope, structural components, inaccessible or concealed materials or other items where sampling may cause consequential damage to the property;
- Energized systems (e.g. internal boiler components, elevators, mechanical or electrical components);
- Controlled products (e.g. stored chemicals, operational or process-related substances); and
- Materials not typically associated with construction (e.g. settled dust, spills, residual contamination from prior spills, etc.).

The assessment includes limited demolition of wall and ceiling finishes (drywall or plaster) to view concealed conditions at representative areas as permitted by the current building use. Limited destructive testing of flooring is conducted where possible (under carpets or multiple layers of flooring). Demolition of exterior building finishes, masonry walls (chases, shafts etc.), and structural items is not conducted.

1.2 Asbestos

An inspection is conducted for the presence of friable and non-friable asbestos-containing materials (ACM). A friable material is a material that when dry can be crumbled, pulverized or powdered by hand pressure.

A separate set of samples is collected of each type of homogenous material suspected to contain asbestos. A homogenous material is defined by the US EPA as material that is uniform in texture and appearance, was installed at one time, and is unlikely to consist of more than one type or formulation of material. The homogeneous materials are determined by visual examination and available information on the phases of construction and prior renovations.

Samples are collected at a rate that is in compliance with the requirements of local regulations and guidelines. The sampling strategy is also based on known ban dates and phase out dates of the use of asbestos; sampling of certain building materials is not conducted after specific construction dates. In addition, to be conservative, several years past these dates are added to account for some uncertainty in the exact start / finish date of construction and associated usage of ACM.

In some cases, manufactured products such as asbestos cement pipe are visually identified without sample confirmation.

Drywall joint compound is sampled at exterior walls, columns or other locations that are unlikely to have been renovated in an attempt to determine the presence of asbestos in the original drywall compound. Delineation of asbestos-containing drywall compound from newer, non-asbestos drywall compound is not conducted.

Flooring mastic or adhesive is sampled and analyzed if present on the underside of flooring samples (vinyl floor tile and vinyl sheet flooring).

Limited demolition of masonry block walls (core holes) is conducted to investigate for loose fill vermiculite insulation. The core holes are temporarily patched with expanding foam or caulking.

The following materials (if present) are not sampled and will be presumed to contain asbestos.

- Concrete floor levelling compound
- Electrical components or wiring within control centers, breakers, motors or lights, insulation on wiring
- Mechanical packing, ropes and gaskets
- Vermiculite in concrete block wall cavities
- Adhesives and duct mastics
- Fire resistant doors

The bulk samples are submitted to a NVLAP accredited laboratory for analysis. The analysis is performed in accordance with Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, July 1993.

Analytical results are compared to the following criteria.

Jurisdiction	Friable	Non-Friable
BC	0.5% ¹	0.5%
Alberta	Undefined ²	Undefined ²
Saskatchewan	>0.5% ¹	>1%
Manitoba	0.1% ¹	1%
Ontario	0.5%	0.5%
Yukon, Nunavut, Northwest Territories	1%	1%
Federal	1%	1%

The asbestos analysis is completed using a stop positive approach. Only one result meeting the above regulated criteria is required to determine that a material is asbestos-containing, but all samples must be analyzed to conclusively determine that a material is non-asbestos. The laboratory stops analyzing samples from a homogeneous material once a result equal to or greater than the regulated criteria is detected in any of the samples of that material. All samples of a homogeneous material are analyzed if no asbestos is detected. In some cases, all samples are analyzed in the sample set regardless of result.

Where building materials are described in the report as “non-asbestos” or “does not contain asbestos”, this means that either no asbestos was detected by the analytical method utilized in any of the multiple samples or, if detected, it is below the lower limit of an asbestos-containing material in the applicable regulation.

Asbestos materials are evaluated in order to make recommendations regarding remedial work. The priority for remedial action is based on several factors:

- Friability (friable or non-friable);
- Condition (good, fair, poor, debris);
- Accessibility (ranking from accessible to all building users to inaccessible);

¹ Or any amount if vermiculite

² There is no criteria established for defining an asbestos-containing material by Alberta OHS Regulations. Historically, the accepted threshold was 1%, however materials that contain any asbestos will now need to be assessed before disturbance to determine the potential for fibre release based on the planned work activity.

- Efficiency of the work (for example, if damaged ACM is being removed in an area, it may be most practical to remove all ACM in the area even if it is in good condition).

1.3 Lead

Samples of distinctive paint finishes and surface coatings present in more than a limited application, where removal of the paint is possible is collected. The samples are collected by scraping the painted finish to include base and covering applications. Drawings included show sample locations.

Analysis for lead in paints or surface coatings is performed at an accredited laboratory in accordance with EPA Method No. SW-846 3050B Inductively Coupled Plasma (ICP)".

For this report, all paints containing lead at a concentration of 0.009% (90 ppm) or greater are discussed. Paint and surface coatings are evaluated for condition such as flaking, chipping or chalking.

Other lead building products (e.g. batteries, lead sheeting, flashing) are identified by visual observation only.

1.4 Silica

Building materials known to contain crystalline silica (e.g. concrete, cement, tile, brick, masonry, mortar) is identified by visual inspection only. Pinchin does not perform sampling of these materials for laboratory analysis of crystalline silica content.

1.5 Mercury

Building materials/products/equipment (e.g. thermostats, barometers, pressure gauges, light tubes), suspected to contain mercury are identified by visually inspection only. Dismantling of equipment suspected of containing mercury is not performed. Sampling of these materials for laboratory analysis of mercury content is not performed.

1.6 Polychlorinated Biphenyls

The potential for light ballast and wet transformers to contain PCBs is based on the age of the building, a review of maintenance records and examination of labels or nameplates on equipment, where present and accessible. The information is compared to known ban dates of PCBs and Environment Canada publications.

Dry type transformers are presumed to be free of dielectric fluids and hence non-PCB.

Fluids (mineral oil, hydraulic, Aroclor or Askarel) in transformers or other equipment are not sampled for PCB content.

Non-liquid forms of PCBs (i.e. sealants or caulking) are not sampled for PCB content.



1.7 Visible Mould

The presence of mould is determined by visual inspection of exposed building surfaces. If any mould growth is concealed within building cavities it is not addressed in this assessment.

Master Template: Methodology Document for Hazardous Building Materials Management, HAZ, December 1, 2017

APPENDIX IV
Location Summary Report

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Building Name: Esquimalt Road Retail

Surveyor: S Nicol

Survey Date: 2018-04-05

Location No.	Name or Description	ft ²	Floor No.	Notes
1	#1241 Book Store	1200	1	
2	#1239, Crows Nest 2nd Store	1200	1	
3	Washroom In #1239	20	1	
4	Washroom In #1241	20	1	
5	Enclosed Patio #1239	100	1	
6	#1237 Crows Nest Main Store	1500	1	
7	#1237 Crows Nest Basement	600	B	
8	#1243 Donair Eatery	1200	1	
9	#1237 Residential 2nd Floor	1500	2	
10	Exterior	4000	1	

APPENDIX V
Hazardous Material Summary Report

Client: Town Of Esquimalt Site: 1237-1243 Esquimalt Road, Victoria, BC Building Name: Esquimalt Road Retail Surveyor: S Nicol Survey Date: 2018-04-05

HAZMAT	Sample No	System/Material/Sample Description	Locations	LF	SF	EA	%(SF)	Type	Positive
Asbestos	S0001 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 12X12 MOTTLED RED TILE	1	0	200	0	0	None Detected	No
Asbestos	S0002 ABCDE	WALL PLASTER PLASTER ON WOOD LATH	1	0	4200	0	0	None Detected	No
Asbestos	S0003 ABC	FLOOR VINYL FLOOR TILE AND MASTIC GREY MOTTLED WHITE	2,6	0	1840	0	0	None Detected	No
Asbestos	S0004	FLOOR VINYL SHEET FLOORING (WITH BACKI GREEN RECTANGLE PATTERN	2	0	0	0	0	None Detected	No
Asbestos	S0005 ABCDE	CEILING PLASTER PLASTER ON WOOD LATH	2,3,4	0	1200	0	0	None Detected	No
Asbestos	S0006 ABC	FLOOR VINYL FLOOR TILE AND MASTIC UNIDENTIFIABLE UNDER WOOD	2	0	0	0	0	Chrysotile	Yes
Asbestos	S0007 ABC	FLOOR VINYL FLOOR TILE AND MASTIC RED VFT UNDER WOOD	2	0	0	0	0	Chrysotile	Yes
Asbestos	S0008	FLOOR CERAMIC TILES MOST OF BELOW CERAMIC TILES	3,4	0	0	0	0	None Detected	No
Asbestos	S0009 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 9X9 RED W WHITE STREAK	6	0	0	0	0	Chrysotile	Yes
Asbestos	S0010 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 12X12 MAROON W BROWN FLECK	6	0	30	0	0	None Detected	No
Asbestos	S0011 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 12X12 BLUE SPECKLE	6	0	18	0	0	None Detected	No
Asbestos	S0012 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 12X12 PURPLE	6	0	60	0	0	None Detected	No
Asbestos	S0013 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 12X12 BROWN MARBLE	6	0	30	0	0	None Detected	No
Asbestos	S0014 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 12X12 BROWN/GREY	6	0	36	0	0	None Detected	No
Asbestos	S0015 ABCDE	CEILING PLASTER BLUEPAINT PLASTER	6	0	8000	0	0	None Detected	No
Asbestos	S0016 ABC	PIPING AIRCELL AIRCELL	7	165	0	0	0	Chrysotile	Yes
Asbestos	S0017 ABC	PIPING PARGING CEMENT PARGING CEMENT ELBOWS	7	36	0	0	0	Chrysotile	Yes
Asbestos	S0018	FLOOR VINYL SHEET FLOORING (WITH BACKI FAUX CERAMIC SQUARE	8	0	1200	0	0	None Detected	No
Asbestos	S0019	FLOOR UNIDENTIFIED MATERIAL FOAM	8	0	0	0	0	None Detected	No
Asbestos	S0020	FLOOR VINYL SHEET FLOORING (WITH BACKI VS	8	0	0	0	0	Chrysotile	Yes

		BELOW TWO LAYERS							
Asbestos	S0021 ABCDE	WALL PLASTER PLASTER	8	0	6000	0	0	None Detected	No
Asbestos	S0022 ABC	WALL DRYWALL (NO COMPOUND) DRYWALL	8	0	300	0	0	None Detected	No
Asbestos	S0023 ABC	OTHER VINYL SHEET FLOORING (WITH BACKI BLACK VINYL BASE BOARD	1,8	0	150	0	0	None Detected	No
Asbestos	S0024 A	FLOOR VINYL SHEET FLOORING (WITH BACKI FAUX WHITE CERAMIC	8	0	10	0	0	None Detected	No
Asbestos	S0025	FLOOR VINYL SHEET FLOORING (WITH BACKI FAUX CERAMIC BROWN 12X12	8	0	10	0	0	None Detected	No
Asbestos	S0026	OTHER MASTIC BLACK MASTIC UNDER SINK	8	0	0	1	0	Chrysotile	Yes
Asbestos	S0027	FLOOR VINYL SHEET FLOORING (WITH BACKI GREY AND RED MARBLED	9	0	180	0	0	None Detected	No
Asbestos	S0028 ABC	FLOOR VINYL FLOOR TILE AND MASTIC 9X9 BLUE/GREY MARBLING	9	0	1500	0	0	None Detected	No
Asbestos	S0029	FLOOR VINYL SHEET FLOORING (WITH BACKI WHITE FAUX CERAMIC SQUARE PATTERN	9	0	30	0	0	None Detected	No
Asbestos	S0030	FLOOR VINYL SHEET FLOORING (WITH BACKI BROWN/BLACK CHECKER PATTERN	9	0	20	0	0	None Detected	No
Asbestos	S0031 ABCDE	WALL PLASTER PLASTER WALLS	9	0	7500	0	0	None Detected	No
Asbestos	S0032 AB	CEILING CEILING TILES (GLUE-ON) GLUE ON WHITE TILE	9	0	200	0	0	None Detected	No
Asbestos	S0033 ABC	WALL TEXTURE COAT WHITE TEXTURED COAT	9	0	0	0	0	None Detected	No
Asbestos	S0034 ABCDE	WALL TEXTURE COAT PINK TEXTURED	10	0	17500	0	0	None Detected	No
Asbestos	S0035 ABCDE	WALL TEXTURE COAT WHITE TEXTURED COAT	10	0	1000	0	0	None Detected	No
Asbestos	S0036	OTHER CAULKING WHITE WINDOW CAULKING	10	50	0	0	0	None Detected	No
Asbestos	S0037	OTHER CAULKING STOREFRONT WINDOW CAULKING	10	0	0	0	0	None Detected	No
Asbestos	S0038 ABC	OTHER CHIMNEY DEBRIS	7	0	0	0	0	None Detected	No
Asbestos	S0039 ABC	WALL MORTAR BRICK MORTAR	7	0	0	0	0	None Detected	No
Asbestos	S0040	OTHER ASH FROM CHIMNEY	2	0	0	1	0	None Detected	No
Asbestos	S0041	OTHER VINYL SHEET FLOORING VINYL STAIR TREAD	7	0	15	0	0	None Detected	No
Asbestos	S0042 ABC	WALL DRYWALL AND JOINT COMPOUND WHITE	1	0	900	0	0	None	No

		RENO WALLS						Detected	
Lead Paint	L0001	WALL PLASTER BLUE PAINT	1	0	0	0	0	Lead	Yes
Lead Paint	L0002	WALL PLASTER BATHROOM WHITE PAINT PEELING	4	0	0	0	0		No
Lead Paint	L0003	WALL PLASTER WHITE	2	0	0	0	0	Lead	Yes
Lead Paint	L0004	WALL PLASTER RED/PINK	2	0	0	0	0	Lead	Yes
Lead Paint	L0005	WALL PLASTER BLUE	2	0	0	0	0	Lead	Yes
Lead Paint	L0006	WALL PLASTER BEIGE PAINT FLAKING	3	0	70	0	0		No
Lead Paint	L0007	FLOOR CERAMIC TILES CERAMIC GLAZING	3,4	0	0	0	0	Lead	Yes
Lead Paint	L0008	WALL PLASTER WHITE	6	0	2000	0	0		No
Lead Paint	L0009	WALL CONCRETE (POURED) BLUE PAINT	6	0	1500	0	0	Lead	Yes
Lead Paint	L0010	WALL PLASTER GREY PAINT	8	0	2500	0	0	Lead	Yes
Lead Paint	L0011	WALL PLASTER BLUE PAINT UNDER GREY...	8	0	1200	0	0	Lead	Yes
Lead Paint	L0012	WALL WOOD YELLOW WINDOW FRAME PAINT	9	0	50	0	0	Lead	Yes
Lead Paint	L0013	WALL PLASTER WHITE WALL PAINT	9	0	2000	0	0	Lead	Yes
Lead Paint	L0014	WALL PLASTER WHITE TEXTURED FINISH PAINT	9	0	0	0	0	Lead	Yes
Lead Paint	L0015	OTHER WOOD WHITE PAINT	10	0	30	0	0	Lead	Yes
Lead Paint	L0016	WALL TEXTURE COAT TEXTURED COAT WHITE, PARK PLACE SIDE	10	0	500	0	0		No
Lead Paint	L0017	WALL TEXTURE COAT TEXTURE PINK	10	0	2500	0	0	Lead	Yes
PCB	P0001	CAULKING WINDOW CAULKING	10	0	0	1	0	-	No
PCB	P0002	CAULKING DOOR CAULKING	10	40	0	0	0	-	No

APPENDIX VI
All Data Report

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 1

Reassessment Surveyor:

Location Name: #1241 Book Store

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Ceiling Tiles (lay-in), 24x48 white pinhole fissures	Surface		C	Y						V0000	Non-Asbestos		None
Ceiling		Plaster, Plaster on wood lath	Base	Paint	B	Y		1200			SF	V0002	None Detected		None
Duct ¹		Not Insulated													
Floor		Wood, Wood	Base		D	N						V0000	Non-Asbestos		None
Floor ²		Vinyl Floor Tile and Mastic, 12x12 Mottled red tile	Surface	Carpet	C	N		0			SF	S0001C	None Detected		None
Floor ³		Vinyl Floor Tile and Mastic, 12x12 Mottled red tile	Surface	Carpet	C	N		200			SF	S0001B	None Detected		None
Floor ⁴		Vinyl Floor Tile and Mastic, 12x12 Mottled red tile	Surface	Carpet	C	N		0			SF	S0001A	None Detected		None
Mechanical Equipment	Fan Unit	Not Insulated													
Other ⁵		N/A, Black vinyl baseboard										V0023	None Detected		None
Piping		None Found													
Structure		Wood													
Wall		Plaster, Plaster on wood lath		Paint	B	Y		3000			SF	S0002A	None Detected		None
Wall		Plaster, Plaster on wood lath		Paint	B	Y						S0002B	None Detected		None
Wall		Plaster, Plaster on wood lath		Paint	B	Y						S0002C	None Detected		None
Wall		Plaster, Plaster on wood lath		Paint	B	Y						S0002D	None Detected		None
Wall		Plaster, Plaster on wood lath		Paint	B	Y						S0002E	None Detected		None
Wall		Drywall and joint compound, White reno walls	Surface		B	Y		300			SF	S0042A	None Detected		None
Wall		Drywall and joint compound, White reno walls	Surface		B	Y		300			SF	S0042B	None Detected		None
Wall		Drywall and joint compound, White reno walls	Surface		B	Y		300			SF	S0042C	None Detected		None

- 1 - No mastic
- 2 - Undercarpet
- 3 - Undercarpet
- 4 - Undercarpet
- 5 - Black baseboard vinyl

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 1**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1241 Book Store **Floor: 1**
Last Re-Assessment:

LEAD PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead
Wall ¹	Plaster				L0001	Blue paint	0.022	Yes

1 - B

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 1**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1241 Book Store **Floor: 1**
Last Re-Assessment:

MERCURY		
Component	Quantity	Unit
THERMOSTAT	1	EA
FLUORESCENT LIGHT TUBE	40	EA

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 1**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1241 Book Store **Floor: 1**
Last Re-Assessment:

PCB					
Component	Quantity	Unit	Sample	Sample Description	PCB
LIGHT BALLASTS ¹					No

1 - May be present

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 2**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1239, Crows Nest 2nd Store **Floor: 1**
Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster, Plaster on wood lath	Surface	Paint	C	Y		1200			SF	S0005A	None Detected		None
Ceiling		Plaster, Plaster on wood lath	Surface	Paint	C	Y						S0005B	None Detected		None
Ceiling		Plaster, Plaster on wood lath	Surface	Paint	C	Y						S0005C	None Detected		None
Ceiling		Wood	Base	Plaster											
Duct	Fan Unit	Not Insulated, Metal uninsulated													
Floor		Vinyl Floor Tile and Mastic, Grey mottled white	Surface		A	Y		500	100	5	SF	S0003A	None Detected		None

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Floor		Vinyl Floor Tile and Mastic, Grey mottled white	Surface		A	Y		500	100	5	SF	S0003B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, Grey mottled white	Surface		A	Y		500	100	5	SF	S0003C	None Detected		None
Floor		Vinyl sheet flooring (with backi, Green rectangle pattern	Surface		A	Y						S0004	None Detected		None
Floor ¹		Vinyl Floor Tile and Mastic, Unidentifiable under wood	Base	Wood	D	N						S0006A	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor ²		Vinyl Floor Tile and Mastic, Unidentifiable under wood	Base	Wood	D	N						S0006B	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor ³		Vinyl Floor Tile and Mastic, Unidentifiable under wood	Base	Wood	D	N						S0006C	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor ⁴		Vinyl Floor Tile and Mastic, Red VFT under wood	Base	Wood	D	N						S0007A	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor ⁵		Vinyl Floor Tile and Mastic, Red VFT under wood	Base	Wood	D	N						S0007B	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor ⁶		Vinyl Floor Tile and Mastic, Red VFT under wood	Base	Wood	D	N						S0007C	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor		Wood	Base									N	Non-Asbestos		
Mechanical Equipment	Fan Unit	Not Insulated													
Other ⁷		, Ash from chimney			D	N		1			EA	S0040	None Detected		None
Piping		Not Insulated			C	Y		20			LF				
Structure		Wood													
Wall		Plaster, Plaster on wood lath	Surface		C	Y						S0005E	None Detected		None
Wall		Plaster, Plaster on wood lath	Surface		C	Y		3000				S0005D	None Detected		None

- 1 - Under wood and top VFT
- 2 - Under wood and top VFT
- 3 - Under wood and top VFT
- 4 - Red under wood
- 5 - Red under wood
- 6 - Red under wood
- 7 - Chimney ash/vermiculite

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 2**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1239, Crows Nest 2nd Store **Floor: 1**
Last Re-Assessment:

LEAD PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead
Wall	Plaster				L0003	White	0.15	Yes
Wall	Plaster				L0004	Red/pink	0.017	Yes
Wall	Plaster				L0005	Blue	<0.01	Yes

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 2

Reassessment Surveyor:

Location Name: #1239, Crows Nest 2nd Store

Floor: 1

Last Re-Assessment:

MERCURY		
Component	Quantity	Unit
FLUORESCENT LIGHT TUBE	65	EA

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 3

Reassessment Surveyor:

Location Name: Washroom In #1239

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster	Surface		A	Y						V0005	None Detected		None
Ceiling		Wood	Base	Plaster								N	Non-Asbestos		
Duct		None Found													
Floor		Ceramic Tiles, Most of below ceramic tiles	Surface									S0008	None Detected		None
Floor		Wood	Base	Ceramic Tiles								N	Non-Asbestos		
Mechanical Equipment		None Found													
Piping		None Found													
Structure		Wood													
Wall		Plaster	Surface		A	Y						V0005	None Detected		None

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 3

Reassessment Surveyor:

Location Name: Washroom In #1239

Floor: 1

Last Re-Assessment:

LEAD PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead
Wall	Plaster	60	10	SF	L0006	Beige paint flaking	<0.0063	No

LEAD PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead
Floor	Ceramic Tiles				L0007	Ceramic glazing	0.013	Yes

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 4

Reassessment Surveyor:

Location Name: Washroom In #1241

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster	Surface		A	Y						V0005	None Detected		None
Duct		None Found													
Floor		Ceramic Tiles, Most of below ceramic tiles	Surface									V0008	None Detected		None
Floor		Wood	Base	Ceramic Tiles								N	Non-Asbestos		
Mechanical Equipment		None Found													
Piping		None Found													
Structure		Wood													
Wall		Plaster	Surface		A	Y						V0005	None Detected		None

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 4

Reassessment Surveyor:

Location Name: Washroom In #1241

Floor: 1

Last Re-Assessment:

LEAD PAINT									
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead	
Wall	Plaster				L0002	Bathroom white paint_PeelingWhite	<0.005	No	
Floor	Ceramic Tiles				V0007	Ceramic tile glazing	0.013	Yes	

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 5

Reassessment Surveyor:

Location Name: Enclosed Patio #1239

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling ¹		None Found													
Duct		None Found													
Floor		Wood	Base												
Piping		None Found													
Structure		Wood													
Wall		Wood	Surface												

1 - Wood

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 6

Reassessment Surveyor:

Location Name: #1237 Crows Nest Main Store

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster, Bluepaint plaster	Surface	Paint	B	Y		1500			SF	S0015A	None Detected		None
Ceiling		Plaster, Bluepaint plaster	Surface	Paint	B	Y		1500			SF	S0015B	None Detected		None
Ceiling		Plaster, Bluepaint plaster	Surface	Paint	B	Y		1500			SF	S0015C	None Detected		None
Ceiling		Plaster, Bluepaint plaster	Surface	Paint	B	Y		1500			SF	S0015D	None Detected		None
Ceiling		Wood	Base									N	Non-Asbestos		
Duct		None Found													
Floor		Vinyl Floor Tile and Mastic, 9x9 red w white streak	Surface		B	Y						S0009B	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor		Vinyl Floor Tile and Mastic, 9x9 red w white streak	Surface		B	Y						S0009A	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor		Vinyl Floor Tile and Mastic, 9x9 red w white streak	Surface		B	Y						S0009C	Chrysotile	5-10%	Confirmed Asbestos(NF)
Floor		Vinyl Floor Tile and Mastic, 12x12 maroon w Brown fleck	Surface		B	Y		10			SF	S0010A	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 maroon w Brown fleck	Surface		B	Y		10			SF	S0010B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 maroon w Brown fleck	Surface		B	Y		10			SF	S0010C	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 red mottle	Surface		A	Y		20			SF	V0000	Non-Asbestos		None

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Floor		Vinyl Floor Tile and Mastic, 12x12 Grey mottled w white	Surface		B	Y		25			SF	V0003	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 Blue speckle	Surface		B	Y		6			SF	S0011A	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 Blue speckle	Surface		B	Y		6			SF	S0011B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 Blue speckle	Surface		B	Y		6			SF	S0011C	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 purple	Surface		A	Y		20			SF	S0012A	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 purple	Surface		A	Y		20			SF	S0012B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 purple	Surface		A	Y		20			SF	S0012C	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 brown marble	Surface		A	Y		10			SF	S0013A	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 brown marble	Surface		A	Y		10			SF	S0013B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 brown marble	Surface		A	Y		10			SF	S0013C	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 brown/grey	Surface		A	Y		12			SF	S0014A	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 brown/grey	Surface		A	Y		12			SF	S0014B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 12x12 brown/grey	Surface		A	Y		12			SF	S0014C	None Detected		None
Floor		Wood	Base									N	Non-Asbestos		
Mechanical Equipment	Fan Unit	Not Insulated													
Piping		Not Insulated			C	Y		40			LF				
Structure		Wood													
Wall		Plaster	Surface		B	Y		2000			SF	S0015E	None Detected		None

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 6

Reassessment Surveyor:

Location Name: #1237 Crows Nest Main Store

Floor: 1

Last Re-Assessment:

LEAD PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead
Wall	Plaster	2000		SF	L0008	White	0.0063	No
Wall	Concrete (poured)	1500		SF	L0009	Blue paint	0.71	Yes

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 6**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1237 Crows Nest Main Store **Floor: 1**
Last Re-Assessment:

PB PRODUCTS		
Component	Quantity	Unit
BATTERIES IN EMER. LIGHTS ¹	1	

1 - Exit lamp

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 6**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1237 Crows Nest Main Store **Floor: 1**
Last Re-Assessment:

MERCURY		
Component	Quantity	Unit
FLUORESCENT LIGHT TUBE	60	EA

Client: Town Of Esquimalt
Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail **Location #: 7**
Survey Date: 2018-04-05 **Reassessment Surveyor:**

Location Name: #1237 Crows Nest Basement **Floor: B**
Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling ¹		None Found													
Duct	Exhaust	Not Insulated													
Floor		Concrete (poured)	Base												
Mechanical Equipment ²	Boiler	Not Insulated													
Mechanical Equipment ³	Heating Water Tank														
Other ⁴		, Chimney debris	Debris		D	Y						S0038A	None Detected		None
Other ⁵		, Chimney debris	Debris		D	Y						S0038B	None Detected		None
Other ⁶		, Chimney debris	Debris		D	Y						S0038C	None Detected		None
Other	Stairs	Vinyl Sheet Flooring, Vinyl stair tread	Surface		B	Y		15			SF	S0041	None Detected		None
Piping	Hot Water Heating	Aircell, Aircell	Straight	Canvas	C	Y		50		5	LF	S0016A	Chrysotile	50-75%	Confirmed Asbestos(F)
Piping	Hot Water Heating	Aircell, Aircell	Straight	Canvas	C	Y		50		5	LF	S0016B	Chrysotile	50-75%	Confirmed Asbestos(F)

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Piping	Hot Water Heating	Aircell, Aircell	Straight	Canvas	C	Y		50		5	LF	S0016C	Chrysotile	50-75%	Confirmed Asbestos(F)
Piping	Hot Water Heating	Parging Cement, Parging cement elbows	Elbow		C	Y		10		2	LF	S0017A	Chrysotile	25-50%	Confirmed Asbestos(F)
Piping	Hot Water Heating	Parging Cement, Parging cement elbows	Elbow		C	Y		10		2	LF	S0017B	Chrysotile	25-50%	Confirmed Asbestos(F)
Piping	Hot Water Heating	Parging Cement, Parging cement elbows	Elbow		C	Y		10		2	LF	S0017C	Chrysotile	25-50%	Confirmed Asbestos(F)
Piping ⁷	Heating Water Supply	Metal, Presumed lead	Joint												
Structure		Wood													
Wall		Wood													
Wall ⁸		Mortar, Brick mortar			D	N						S0039A	None Detected		None
Wall ⁹		Mortar, Brick mortar			D	N						S0039B	None Detected		None
Wall ¹⁰		Mortar, Brick mortar			D	N						S0039C	None Detected		None

- 1 - No ceiling
- 2 - Oil fired boiler
- 3 - Installed 2013
- 4 - Chimney debris
- 5 - Chimney debris
- 6 - Chimney debris
- 7 - Bell and spigot
- 8 - Brick mortar
- 9 - Brick mortar
- 10 - Brick mortar

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 7

Reassessment Surveyor:

Location Name: #1237 Crows Nest Basement

Floor: B

Last Re-Assessment:

PB PRODUCTS		
Component	Quantity	Unit
Lead Pipes ¹	100	

- 1 - Bell and spigot Piping- Assumed Lead containi

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 8

Reassessment Surveyor:

Location Name: #1243 Donair Eatery

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling ¹		Plaster, Covered by grey paint	Surface	Paint								S0021D	None Detected		None
Ceiling ²		Plaster, Covered by grey paint	Surface	Paint								S0021E	None Detected		None
Duct		Not Insulated													
Floor		Vinyl sheet flooring (with backi, Faux ceramic square			B	Y		1200			SF	S0018	None Detected		None
Floor ³		Unidentified Material, Foam		Vinyl Sheet Flooring (No Mastic)	D	N						S0019	None Detected		None
Floor		Vinyl sheet flooring (with backi, Vs below two layers		Wood	D	N						S0020	Chrysotile	25-50%	Confirmed Asbestos(F)
Floor ⁴		Vinyl sheet flooring (with backi, Faux white ceramic			A			10			SF	S0024A	None Detected		None
Floor ⁵		Vinyl sheet flooring (with backi, Faux ceramic Brown 12x12			A			10			SF	S0025	None Detected		None
Floor		Wood	Base									N	Non-Asbestos		
Mechanical Equipment	Fan Unit	Not Insulated													
Other ⁶	Base	Vinyl sheet flooring (with backi, Black vinyl base board			B	Y		50			SF	S0023A	None Detected		None
Other ⁷	Base	Vinyl sheet flooring (with backi, Black vinyl base board			B	Y		50			SF	S0023B	None Detected		None
Other ⁸	Base	Vinyl sheet flooring (with backi, Black vinyl base board			B	Y		50			SF	S0023C	None Detected		None
Other	Sink	Mastic, Black mastic under sink			D	Y		1			EA	S0026	Chrysotile	0.5-5%	Confirmed Asbestos(NF)
Piping		Not Insulated													
Structure		Wood													
Wall		Plaster, Plaster	Surface	Paint	B	Y		2000			SF	S0021C	None Detected		None
Wall		Plaster, Plaster	Surface	Paint	B	Y		2000			SF	S0021B	None Detected		None
Wall		Plaster, Plaster	Surface	Paint	B	Y		2000			SF	S0021A	None Detected		None
Wall		Drywall (no compound), Drywall	Surface		B	Y		100			SF	S0022A	None Detected		None
Wall		Drywall (no compound), Drywall	Surface		B	Y		100			SF	S0022B	None Detected		None
Wall		Drywall (no compound), Drywall	Surface		B	Y		100			SF	S0022C	None Detected		None

- 1 - Ceiling
- 2 - Ceiling
- 3 - Foam liner below VSF
- 4 - Faux ceramic

- 5 - Faux ceramic
- 6 - Black vinyl baseboard
- 7 - Black vinyl baseboard
- 8 - Black vinyl baseboard

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 8
Reassessment Surveyor:

Location Name: #1243 Donair Eatery
Last Re-Assessment:

Floor: 1

LEAD PAINT								
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead
Wall	Plaster	2500		SF	L0010	Grey paint	0.066	Yes
Wall	Plaster	1200		SF	L0011	Blue pain. Under grey...	0.32	Yes

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 8
Reassessment Surveyor:

Location Name: #1243 Donair Eatery
Last Re-Assessment:

Floor: 1

MERCURY		
Component	Quantity	Unit
THERMOSTAT	1	EA

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC
Surveyor: S Nicol

Building Name: Esquimalt Road Retail
Survey Date: 2018-04-05

Location #: 9
Reassessment Surveyor:

Location Name: #1237 Residential 2nd Floor
Last Re-Assessment:

Floor: 2

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		Plaster, Ceiling plaster	Surface	Paint								S0031D	None Detected		None
Ceiling		Plaster, Ceiling plaster	Surface	Paint								S0031E	None Detected		None
Ceiling ¹		Ceiling tiles (glue-on), Glue on white tile	Surface		B	Y		100			SF	S0032A	None Detected		None
Ceiling ²		Ceiling tiles (glue-on), Glue on white tile	Surface		B	Y		100			SF	S0032B	None Detected		None
Ceiling		Wood	Base	Plaster								N	Non-Asbestos		
Duct		None Found													
Floor		Wood	Base												
Floor		Vinyl sheet flooring (with backi, Grey and red marbled	Surface		A	Y		180			SF	S0027	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 9x9 blue/grey marbling	Surface		B	Y		500			SF	S0028A	None Detected		None

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Floor		Vinyl Floor Tile and Mastic, 9x9 blue/grey marbling	Surface		B	Y		500			SF	S0028B	None Detected		None
Floor		Vinyl Floor Tile and Mastic, 9x9 blue/grey marbling	Surface		B	Y		500			SF	S0028C	None Detected		None
Floor		Vinyl sheet flooring (with backi, White faux ceramic square pattern	Surface		A	Y		30			SF	S0029	None Detected		None
Floor		Vinyl sheet flooring (with backi, Brown/Black checker pattern	Surface		A	Y		20			SF	S0030	None Detected		None
Mechanical Equipment		None Found													
Piping		None Found													
Structure		Wood													
Wall ³		Plaster, Plaster walls	Surface	Paint	B	Y		2500			SF	S0031A	None Detected		None
Wall ⁴		Plaster, Plaster walls	Surface	Paint	B	Y		2500			SF	S0031B	None Detected		None
Wall ⁵		Plaster, Plaster walls	Surface	Paint	B	Y		2500			SF	S0031C	None Detected		None
Wall ⁶		Texture Coat, White textured coat	Surface	Paint	B	Y						S0033A	None Detected		None
Wall ⁷		Texture Coat, White textured coat	Surface	Paint	B	Y						S0033B	None Detected		None
Wall ⁸		Texture Coat, White textured coat	Surface	Paint	B	Y						S0033C	None Detected		None

- 1 - Glued onto wood
- 2 - Glued onto wood
- 3 - Plaster white paint
- 4 - Interior_Plaster white paint
- 5 - Plaster white paint
- 6 - Outdoor enclosed area
- 7 - Outdoor enclosed area
- 8 - Outdoor enclosed area

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 9

Reassessment Surveyor:

Location Name: #1237 Residential 2nd Floor

Floor: 2

Last Re-Assessment:

LEAD PAINT									
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead	
Wall ¹	Wood	50		SF	L0012	Yellow window frame paint	0.12	Yes	
Wall	Plaster	2000		SF	L0013	White wall paint	0.32	Yes	
Wall	Plaster				L0014	White textured finish paint	0.018	Yes	

- 1 - Window frame paint



ALL DATA REPORT



Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 10

Reassessment Surveyor:

Location Name: Exterior

Floor: 1

Last Re-Assessment:

ASBESTOS															
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard
Ceiling		N/A													
Floor		N/A													
Other	Window	Caulking, White window caulking		Paint	C	Y		10	40		LF	S0036	None Detected		None
Other	Window	Caulking, Storefront window caulking										S0037	None Detected		None
Structure		Wood	Base	Texture Coat											
Structure		Masonry	Base												
Wall		Texture Coat, Pink textured	Surface		B	Y		3500			SF	S0034A	None Detected		None
Wall		Texture Coat, Pink textured	Surface		B	Y		3500			SF	S0034B	None Detected		None
Wall		Texture Coat, Pink textured	Surface		B	Y		3500			SF	S0034C	None Detected		None
Wall		Texture Coat, Pink textured	Surface		B	Y		3500			SF	S0034D	None Detected		None
Wall		Texture Coat, Pink textured	Surface	Paint	B	Y		3500			SF	S0034E	None Detected		None
Wall		Texture Coat, White textured coat	Surface	Paint	B	Y		200			SF	S0035A	None Detected		None
Wall		Texture Coat, White textured coat	Surface	Paint	B	Y		200			SF	S0035B	None Detected		None
Wall		Texture Coat, White textured coat	Surface	Paint	B	Y		200			SF	S0035C	None Detected		None
Wall		Texture Coat, White textured coat	Surface		B	Y		200			SF	S0035D	None Detected		None
Wall		Texture Coat, White textured coat	Surface		B	Y		200			SF	S0035E	None Detected		None

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Surveyor: S Nicol

Building Name: Esquimalt Road Retail

Survey Date: 2018-04-05

Location #: 10

Reassessment Surveyor:

Location Name: Exterior

Floor: 1

Last Re-Assessment:

LEAD PAINT									
System	Item	Good	Poor	Unit	Sample	Sample Description	Amount	Lead	
Other ¹	Wood		30	SF	L0015	White paint	4.5	Yes	
Wall	Texture Coat	500		SF	L0016	Textured Coat white, Park Place SideWhite paint	<0.0066	No	
Wall	Texture Coat	2500		SF	L0017	Texture pinkPink	0.011	Yes	

1 - Windows and door paint

Client: Town Of Esquimalt

Site: 1237-1243 Esquimalt Road, Victoria, BC

Building Name: Esquimalt Road Retail

Location #: 10

Location Name: Exterior

Floor: 1

Surveyor: S Nicol

Survey Date: 2018-04-05

Reassessment Surveyor:

Last Re-Assessment:

PCB					
Component	Quantity	Unit	Sample	Sample Description	PCB
Caulking	1	EA	P0001	Window Caulking	No
Caulking	40	LF	P0002	Window Caulking	No

Legend:

Sample number		Units		Other	
S####	Sample collected.	SF	Square feet	SVM	Suspect Visible Mould
V####	Material is visually identified to be identical to S####	LF	Linear feet	A	Access
V0000	Known non asbestos material.	EA	Each	V	Visible
V9000	Material is visually identified to contain asbestos.	%	Percentage	AP	Air Plenum
V9500	Material is presumed to contain asbestos.			F	Friable material.

Access		Condition	
A	Accessible to all building occupants	Good	No visible damage or deterioration
B	Accessible to maintenance and operations staff without a ladder	Fair	Minor, repairable damage, cracking or deterioration.
C	Accessible to maintenance and operations staff with a ladder. Also rarely entered, locked areas.	Poor	Irreparable damage or deterioration with exposed and missing material.
D	Not normally accessible or without demolition		

APPENDIX VII
Additional Photographs



12X12 Mottled Red Tile, Location 1 (S001A-C, non-containing)



Grey Mottled White, Location 2, 6 (S003A-C, non-containing)



Green Rectangular Pattern, Location 2 (S004, non-containing)



Unidentifiable VFT & Red VFT, Location 2 (S006, S007, Asbestos containing)



Ceramic Tiles, Location 3 & 4 (S008, non-containing)



9x9 VFT Red/pink with white streak, Location 6 (S009A-C, Asbestos containing)



12x12 VFT maroon with brown fleck, Location 6 (S0010A-C, non-containing)



12x12 VFT Blue speckle, Location 6 (S0011A-C, non-containing)



12x12 Purple VFT, Location 6 (S0012A-C, non-containing)



12x12 VFT brown marble, Location 6 (S0013A-C, non-containing)



12x12 VFT Brown/Grey, Location 6 (S0014A-C, non-containing)



VSF Faux ceramic square pattern, Location 8 (S0018, non-containing)



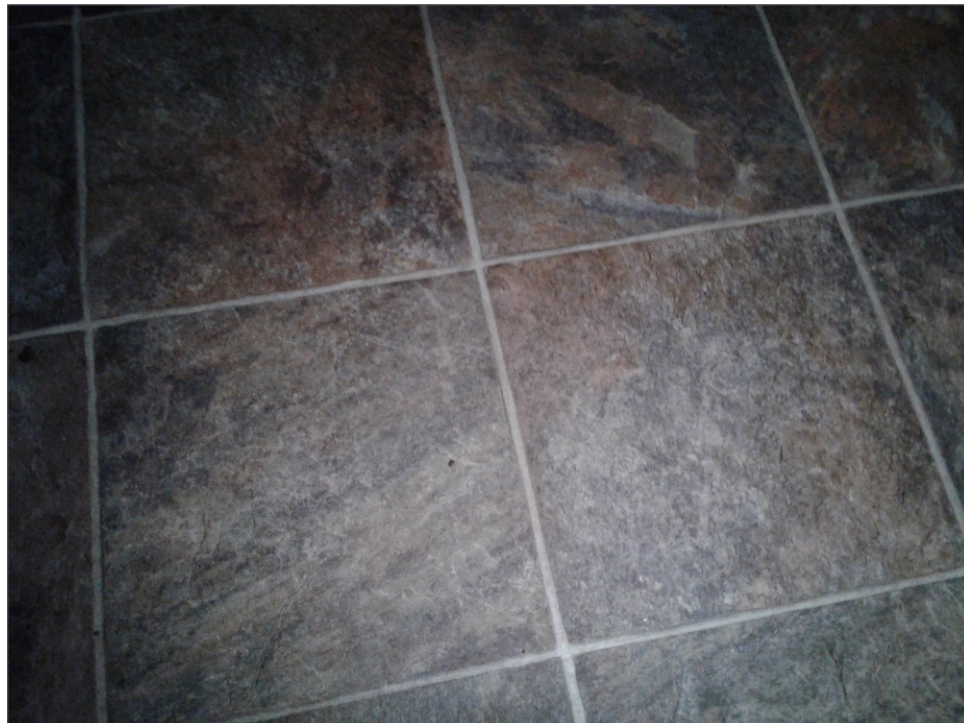
Unidentified white foam between wood layers, Location 8 (S0019, non-containing)



VSF with backing paper below layers of wood, Location 8 (S0020, Asbestos containing)



VSF White Faux ceramic, Location 8 (S0024, non-containing)



VSF Faux ceramic brown 12x12 pattern, Location 8 (S0025, non-containing)



VSF Grey/Red marbled, Location 9 (S0027, non-containing)



VFT 9x9 Blue/grey marbled, Location 9 (S0028A-C, non-containing)



VSF White Faux ceramic square pattern, Location 9 (S0029, non-containing)



VSF Brown/black checker, Location 9 (S0030, Asbestos containing)