

Invitation for Tenders

**Castlegar & District Community Complex
Door Replacement Project
PRJ24040**

Issued: on April 22, 2025

Closing Location:

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

May 20, 2025 at 2:00 PM, Local Time (PST)

Carolyn Hogan

Project Manager

250-551-5815

chogan@rdck.bc.ca

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INVITATION & INSTRUCTIONS TO BIDDERS

1 Invitation & Instructions to Bidders

The definitions set out in section 4.1 apply throughout this document except when expressly stipulated or the context otherwise clearly indicates.

1.1 Executive Summary

The RDCK is seeking bids from qualified Contractors to complete the supply and installation of multiple exterior doors along the east elevation of the Castlegar & District Community Complex located at 2101 - 6th Ave, Castlegar, BC.

1.2 Bid Documents

It is the responsibility of the Bidder to ascertain that they have received a full set of Bid documents. Upon submission of their Bid, the Bidder shall be deemed conclusively to have been in full possession of a full set of Bid Documents.

1.3 Intent to Submit

Bidders intending to submit a Bid should provide an email notification to the RDCK Representative.

A Bidder who does not submit an Intent to Submit email may not be sent any amendments or addenda.

No Bidder who sends an Intent to Submit email is obligated to submit a Bid.

1.4 Enquiries

All enquiries related to this Bid are to be directed, **in writing**, to the following person who is hereby designated as the RDCK Representative:

Carolyn Hogan
Project Manager
Email: chogan@rdck.bc.ca

Information about this Invitation for Tenders or any matter pertaining to the Services that is obtained from any source other than the RDCK Representative is not official and should not be relied upon. Enquiries that are directed to the RDCK Representative and responses will be recorded and **MAY** be distributed to all Bidders at the option of the RDCK.

1.5 Examination of Sites and Local Conditions

The Bidder must satisfy themselves as to the practicability of supplying the Services in accordance with the Contract, and shall be held to have satisfied themselves in every particular before submitting a Bid, by inquiry and by inspection of the Site herein described.

If applicable, the Bidder should examine the Site surroundings and, before submitting a Bid shall satisfy themselves as to the nature of the Site, the quantities and nature of the Services to be supplied and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Bid.

A pre-bid site meeting has been arranged for **April 29, 2025 at 11:00 AM Local Time**.

If a bidder is unable to make the pre-bid site meeting, they can contact the Project Manager to arrange a suitable date and time for review.

1.6 Bid Closing Time and Location

Bids will be accepted until the Closing Time at the Closing Location indicated on the cover page.

1.7 Bid Submissions

Faxed Bids will **NOT** be accepted. Any Bid received after the Closing Time, or other than in the manner specified, will be considered disqualified and will be returned, unopened, to the Bidder.

A digital PDF format of the Bid submission may be sent by e-mail to: tenders@rdck.bc.ca **AND** chogan@rdck.bc.ca.

The RDCK email server has about a 10 mb file size limit. Bidders are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by ShareFile.

Bidders wishing to send or deliver a Bid submission in paper format to the RDCK must submit one (1) unbound copy of the document in a SEALED envelope clearly labeled **INVITATION FOR TENDERS: PRJ24040 – CDRD DOOR REPLACEMENT PROJECT**

The Bidder's name and full mailing address must be clearly marked on the outside of the response envelope.

Submissions should be accompanied by a clear indication of the anticipated schedule for the supply of the Services along with any other supporting pertinent information.

Bids will be received until the Closing Time at the Closing Location indicated on the cover page.

1. The Bidder's name and full mailing address must be clearly marked on the outside of the response envelope.
2. The Bid must include the Bid Form.
3. The Bid must include a complete itemized pricing schedule (Schedule C-Pricing Schedules).
4. The Bid must include a list of the equipment to be used, and in the event of a breakdown, the type of back-up equipment available (Schedule E-Personnel and Equipment List).
5. The Bid must include a list of proposed Sub-Contractors, if any (Schedule F-Proposed Sub-Contractors).

6. The Bid must include a synopsis of all relevant experience. A list of references shall also be included with the Bid (Schedule I-List of Previous Experience).
7. The bidder must provide a complete schedule/timeline for completion of the work (Schedule H-Project Schedule)

1.8 Ownership of Bid and Freedom of Information

All responses to this Invitation for Tenders become the property of the RDCK. By submitting a Bid the Bidder agrees the RDCK has the right to copy the Bid Documents. Bids will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Bid under that Act. The requirement for confidentiality shall not apply to any Bid that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Bid to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

1.9 RDCK's Right to Accept or Reject Bid

The lowest or any Bid will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Bid which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Bids, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Bid.

If there is only one compliant Bid received by the Closing Time, the RDCK reserves the right to accept the Bid or cancel the Bid process with no further consideration for the sole Bid. This includes the right to cancel this Invitation for Tenders at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel this Invitation for Tenders at any time before execution of the Contract without being obligated to any Bidder regardless of whether there is one or more compliant Bids.

Bids that contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Bids which are non-conforming including Bids that do not conform because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

1.10 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Bids, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no claim.

1.11 Conflict of Interest

By submitting a Bid, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.12 Anti-Collusion, Fraud & Corruption

The Bidder shall not communicate to any person prior to the opening of Bids (other than to the RDCK through the delivery of a Bid in the prescribed manner) the amount of any Bid, or at any time adjust the amount of any Bid by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Bid or otherwise collude with any other person in any manner whatsoever in the Bid process.

Any breach of this provision or non-compliance on the part of a Bidder shall, without affecting the Bidder's liability for such breach or non-compliance, result in the Bid's disqualification.

1.13 Confidentiality

Confidential information about the RDCK obtained by Bidders must not be disclosed unless authorized to do so, in writing, by the RDCK. The Bidder agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Bid process.

1.14 Irrevocability and Acceptance of Bid

After the Closing Time, all Bids are irrevocable. By submission of a Bid, the Bidder agrees that should its Bid be successful the Bidder will enter into the Contract with the RDCK for the supply of the Services. The Contract shall be on the terms and conditions set out in this Invitation for Tenders and as set out in Appendix B. Each Bid will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Bid Closing Time, even if the Bid of another Bidder is accepted by the RDCK.

By submission of a clear and detailed written notice the Bidder may amend or withdraw its Bid PRIOR to the Closing Time. Notice in writing must be submitted to the RDCK Representative.

1.15 Irregularities and Informalities

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Bid and to seek clarification or additional information on any area of any Bid when it is in the best interest of the RDCK to do so.

1.16 Discrepancies or Omissions

Bidders finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the RDCK Representative who will send written instructions or explanations to all parties having a set of the Bid Documents in accordance with section 1.4. Any work on a Bid done by the Bidder after the discovery of discrepancies, errors or omissions, which the Bidder fails to seek clarification about, shall be done at the Bidder's risk.

1.17 Modification of Terms/Addenda

The RDCK reserves the right to modify the terms of this Invitation for Tenders at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Bid shall become a part of the Bid Documents.

1.18 Liability for Errors

While the RDCK has used considerable efforts to ensure an accurate representation of information in this Invitation for Tenders, the information contained in this Invitation for Tenders is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this Invitation for Tenders is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in this Invitation for Tenders.

1.19 Basis of Contract Award

Bidders are hereby notified that the RDCK intends to negotiate and enter into the Contract for the supply of the Services based not only on the Bid price, but the Bidder's experience and qualifications considered essential by the RDCK to provide the Services requested and any other criteria the RDCK considers relevant in its absolute discretion, including the following:

- a. the qualifications and experience necessary for the satisfactory performance of the assignment;
- b. the capacity of the Bidder to supply the Services promptly;
- c. the performance of the Bidder on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Bidder's previous supply of Services;
- d. a positive reference referral from previous experience;
- e. lowest price to the RDCK of having the Services supplied in accordance with the Request for Bids documents;
- f. if applicable, proposed rebate for commodity value to the RDCK, including comprehensiveness, transparency, ease of tracking price fluctuations, and ease of verifying Contractor's invoice information;
- g. environmental attributes of a Bidder's Bid;
- h. conformity of the Bid to the requirements set forth in the description of Services; and,
- i. conformance with the timing provided for in the Description of Services.

The RDCK, when considering the award of the Contract, will take the above prerequisites and the Bid schedules into consideration.

Bidders shall be competent and capable of supplying the Services. Bidders may be required to provide further evidence of previous experience and financial responsibility as outlined in Schedule I-List of Previous Experience. A reference check on past experience may be performed.

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Bids other than those set forth above; in particular, the price to supply the Services may not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Bids and to verify all information submitted by Bidders.

The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Bid or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

Bidders are advised that, after receipt of Bids and prior to award of Contract, Bidders may be required to provide the RDCK with additional information concerning the Bidder or their Bid including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Bids of a company that is, or whose principals are, at the time of submitting a Bid, engaged in a lawsuit against the RDCK in relation to the supply of goods or services.

The RDCK reserves the right to reject any Bids of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Bid.

1.20 Definition of Contract

This Invitation for Tenders should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into the Contract with the Bidder who submits the lowest priced Bid or with any Bidder. The RDCK will be under no obligation to receive further information, whether written or oral, from a Bidder after the Bid Closing Time.

Neither the acceptance of a Bid nor the execution of the Contract will constitute approval of any activity or development contemplated in any Bid that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal enactments.

Notice in writing to a Bidder that it has been identified as the successful Bidder and the subsequent negotiation and full execution of a written agreement will constitute the Contract for the supply of the Services and no Bidder will acquire any legal or equitable rights or privileges relative to the supply of the Services until the occurrence of both such events.

~~1.21 Bid Bond~~

~~The RDCK requires all Proponents to provide, with their Proposals, security in the form of a bid bond valued at ten percent (10%) of the total price proposed in the Proposal issued by a surety company licensed to carry on the business of suretyship in the Province of British Columbia.~~

~~The Proponent may provide the bid bond security in the form of an Irrevocable Letter of Credit, a certified cheque or a bank draft for 10% of the total price. The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.~~

~~The bid bond will be returned to all unsuccessful Proponents once a service contract has been formalized with the selected Proponent.~~

1.22 Powers Preserved

Except as expressly set out in this Agreement, nothing in this Request for Bids shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

1.23 Form of Contract

Upon selection of a Bid, it is anticipated that the RDCK and the successful Bidder will enter into negotiations for the execution of a Contract and it is anticipated that the Contract shall be substantially on the terms set out in this Invitation for Tenders including the documents listed below:

- Notice to Proceed

- Contract Agreement

- Schedule A: Description of the Services and Scope of Work

- Schedule B: Payment Clauses

- Schedule C: Pricing Schedules (from Bid)

- Schedule D: General Contract Conditions

- Schedule E: Personnel and Equipment List (from Bid) (if applicable)

- Schedule F: Proposed Sub-Contractors (from Bid) (if applicable)

- Schedule G: Schedule of Addenda (if issued)

- Schedule H: Project Schedule

- Appendix A: Site Plan, Drawings & Specifications

- ~~Contract Security~~

- Certificates of Insurance

- WorkSafe BC Clearance Letter

The RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable with any Bidder, including terms and conditions that are substantially different from the draft Contract attached.

The Bidder agrees that, should it enter into a Contract with the RDCK, it will provide to the RDCK the necessary Insurance Policies and the Contract Security within fifteen (15) days of the date of the Notice of Acceptance.

BID FORM



INVITATION FOR TENDERS

Castlegar & District Community Complex Door Replacement Project PRJ24040

CLOSING DATE & TIME: 2:00 pm, Local Time (PST), May 20, 2025

REGISTERED COMPANY NAME: _____

ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL: _____

WORKSAFE BC ACCOUNT NUMBER: _____

DATED: _____

TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

The Bidder has carefully examined the Site where the Services will be supplied or used and the Contract Documents for PRJ24040: Castlegar & District Community Complex Door Replacement Project.

The immediately following schedules, titled Schedules A to I, shall be read with and form part of this Bid as if embodied herein.

This Bid includes all Addenda numbers _____ to _____ inclusive.

~~**This Bid includes the Bid Bond specified in Section 1.21.**~~

SCHEDULES

Schedule A: Description of Services and Scope of Work

Schedule B: Payment Clauses

Schedule C: Pricing Schedules

Schedule D: General Contract Conditions

Schedule E: Personnel and Equipment List

Schedule F: Proposed Sub-Contractors

Schedule G: Schedule of Addenda

Schedule H: Project Schedule

Schedule I: List of Previous Experience (Contracts)

SCHEDULE A: DESCRIPTION OF SERVICES AND SCOPE OF WORK

2 Description of the Services

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

2.1 Services Required

The Services to be supplied to the RDCK consist of the following: General Contracting to complete the supply and installation and replacement of six (6) double exterior doors and one (1) large overhead door.

A detailed description of the Services and relevant Specifications are set out in Section 2.6 – Scope of Work.

2.2 Personnel

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public. All Contractor personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.

All Contractor personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

2.3 Contractor's Control of Supply of Services

The Contractor shall have complete control in respect of the supply of the Services and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

2.4 Contractor's Responsibilities

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor shall safeguard workers by ensuring clean, functional clothing, protective gloves and footwear, in accordance with Worker's Compensation Board regulations, is worn during the performance of the Contract.
- b. The Contractor shall present a positive image to residents by using clean, attractively painted, well maintained vehicles. The Contractor's vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations.
- c. The Contractor shall prominently display their name, telephone number and vehicle identification number on each vehicle to be used in the performance of the Contract.

2.5 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- a. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed in writing in Schedule C-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

2.6 Scope of Work

The Contractor is responsible to provide purchase and supply of the specified doors and all qualified labour, equipment and personnel to complete the replacement of the existing six (6) double wood doors that provide egress from the arena on the east side of the building AND the replacement of the large swing doors with a new metal insulated roll up door complete with mounting hardware/bracketing system.

The scope of work generally includes:

- All demolition (removal and disposal) of the existing doors.
- All permits, fees and inspections required by the AHJ to complete the work (RDCK to apply for the required building permit)
- Supply and installation of six (6) new steel doors as specified in the architectural specifications.
- Supply and installation of one (1) new steel insulated roll up door to replace the existing large swing doors.
- All hardware (lock sets, push bars, etc.), mounting and framing for new doors.
- Completion of remedial repair work and installation of new “L” bracketing at specified locations as indicated in the WSA Engineering Report.
- Provide shop drawings for review by the Architect and Structural Engineer as indicated in the specifications.
- See drawings and specification provided by Stand Architecture for additional information
- See report and specifications provided by WSA Engineering for additional information.
- See Hazardous Materials Reports

Prime Contractor

If required, the Contractor shall sign a Prime Contractor Agreement form prior to commencing any work, and act as Prime Contract for the duration of the work. See Appendix C for a sample of the RDCK’s Prime Contractor Agreement.

SCHEDULE B: PAYMENT CLAUSES

3 Payment Clauses

This Part shall be read with and shall form part of the Contract.

3.1 Payment for Services

This Part sets out the method of measurement and payment to compensate the Contractor for the supply of the Services.

Payment will be made by the RDCK to the Contractor within thirty (30) days of submission by the Contractor of complete service detail for the Services supplied in the previous month during the term of the Contract.

3.2 Goods and Services Tax

The Contractor shall identify the GST as separate line item on all invoices.

3.3 Payment Withheld or Deducted

The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:

- a. the Contractor is not making satisfactory progress with the supply of the Services;
- b. defective Services which are not remedied;
- c. if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
- d. damages caused to another party by the Contractor;
- e. any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.
- f. the RDCK has corrected deficiencies under section 4.11-RDCK's Right to obtain Services from other suppliers.

3.4 Monies Due to the RDCK

The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.

All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in section 4.11-RDCK's Right to obtain Services from other suppliers, or section 3.5-Liquidated Damages, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Contract Security. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.

The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per section 4.11-RDCK's Right to obtain Services from other suppliers.

3.5 Liquidated Damages

In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per section 3.4-Monies Due to the RDCK.

3.6 Negotiations During Contract Term

If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

~~3.7 Annual Adjustments~~

~~The price as presented in Schedule C: Pricing Schedules shall be adjusted annually on the anniversary date of the Contract according to the following formula:~~

~~*Cumulative Annual Contract Price x Percentage Change of the Statistics Canada Average Consumer Price Index for British Columbia for the Transportation Industry of the 12 months prior to the month immediately preceding the date for which the fee rate is being adjusted.*~~

~~On the anniversary of the Contract it is the responsibility of the Contractor to engage with the RDCK to determine any adjustments. Supporting calculations and documentation shall be available for both parties to review and approve. The Contractor shall adjust invoices accordingly as soon as possible.~~

~~The RDCK will, at its absolute discretion, reserve the right to review and adjust the formula annually. The tables referenced by Statistics Canada will be the most up to date and relevant tables available at the time of the adjustment. No other adjustment to the Contract Price will be made during the term of the Contract.~~

SCHEDULE C: PRICING SCHEDULES

This section shall be read with and shall form part of the Contract Form. The Bidder hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered.

The RDCK may ask and shall be provided with a breakdown of the lump sum pricing after tender closing.

ITEM	LUMP SUM
Demo, supply and installation of work as outlined in the Scope of Work and Specifications for the six (6) double exterior doors.	\$
Demo, supply and installation of work as outlined in the Scope of Work and Specifications for the replacement of the large swing door.	\$
Remedial repair work as outlined in Structural Report and Drawings	\$
GST	\$
TOTAL	\$

SCHEDULE D: GENERAL CONTRACT CONDITIONS

4 General Conditions of Contract

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

4.1 Definition of Terms

The following words and terms, unless the context dictates otherwise, shall have the following meanings. Words having a singular number include the plural and vice versa. References to the male gender refer to the female gender as well when appropriate.

Addenda or Addendum	means any addenda or addendum to this Invitation for Tenders pursuant to section 1.17.
Agreement or Contract	means the written Agreement resulting from this Invitation for Tenders to be executed by the RDCK and the successful Bidder as Contractor as described in section 1.22 and substantially on the terms set out in this Invitation for Tenders and Appendix B, provided that the RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable, including terms and conditions that are substantially different from the draft Contract attached.
Closing Location	means the location described in section 1.6 of these Instructions to Bidders.
Closing Time	means the Closing date and time described in section 1.6 of these Instructions to Bidders.
Contract Documents	means the Contract, the Contractor's Bid Documents, the Request for Bids documents and such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.
Contract Price	means the price to be paid by the RDCK for the supply of Services under the Contract.
Contract Security	means the Contract Security for the performance of the Contractor's obligations under the Contract as outlined in section 4.26.
Contractor	means the successful Bidder who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.
Force Majeure	shall mean any event or circumstance, excluding lack of funds and labour disruptions, not within the reasonable control of the party claiming the

Force Majeure, which prevents or delays that party from meeting an obligation hereunder, and which that party has not been able to overcome by the exercise of due diligence, and including:

- a. acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- b. epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- c. explosion or fire;

G.S.T means the Good and Services Tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy in force from time to time.

Instructions to Bidders means all instructions, requirements, terms and conditions of this Invitation for Tenders and any addenda thereto.

Intent to Submit means the email notification to the RDCK described in section 1.3 of this Invitation for Tenders.

Notice of Acceptance means the notice provided by the RDCK to a Bidder that its Bid has been selected as the preferred Bid for the provision of the Services under this Request for Bids.

Notice to Proceed means the notice described in section 4.10.

P.S.T means British Columbia Provincial Sales Tax and any successor tax or levy in force from time to time, including but not limited to the Services and Services Tax.

Bidder means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Bid submission.

Bid means the Bidder's submission.

RDCK or Regional District means the Regional District of Central Kootenay, a corporation under the *Local Government Act* having its offices and postal address at Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4.

RDCK Representative means the person designated in section 1.4 of this Invitation for Tenders.

Requirements means all of the requirements set out in the Invitation for Tenders and Instructions to Bidders, Description of Services, General Contract Conditions, Payment Clauses and elsewhere in the Agreement that describes the requirements for the supply of the Services.

Invitation for Tenders	means this Invitation for Tenders.
Services	means all goods or services to be supplied under this Invitation for Tenders and all else necessary for the execution, completion and fulfillment of the Requirements and as described in section 2.1 of this Invitation for Tenders.
Site	means, if applicable, the place where the Services are to be supplied or utilized by the RDCK, namely Castlegar and District Community Complex (CDRD) located at 2101 6 th Ave, Castlegar, BC.
Specifications	means the requirements for and technical descriptions of the Services as detailed in Schedule A.
Sub-Contractor	means any sub-contractor of the Bidder, including those Sub-Contractors listed in Schedule F.
Supervisor	means the supervisor employed by the Contractor pursuant to section 2.2.

4.2 Period of Contract

It is anticipated that the Contract to be awarded as a result of this Invitation for Tenders will be on the Agenda at the June 19, 2025 RDCK Board meeting. Project shall commence upon successful execution of the Contract documents.

It is anticipated that the aforesaid Contract shall terminate on December 31, 2025.

4.3 Assignment

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

4.4 Insurance

Any Contract resulting from this Invitation for Tenders will require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide **and maintain throughout the Contract term**, the following insurances and such other insurance coverage as the RDCK may reasonably require with insurers licensed in the Province of British Columbia. The Contractor must have their broker complete the RDCK Standard Certificate of Insurance form and provide the completed form to the RDCK, confirming proof of the insurance requirements below upon execution of this Agreement.

- a. Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.

- b. comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000** dollars per occurrence with a maximum deductible of \$5,000;

Such insurance will:

- i. name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - ii. include the Contractor's Blanket contractual liability;
 - iii. include a Cross Liability clause;
 - iv. include occurrence property damage;
 - v. include personal injury;
 - vi. include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - vii. be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - viii. require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- c. course of construction/builders risk coverage for the full replacement cost of the project plus 10% with a maximum \$10,000 deductible;

The Contractor shall provide proof of insurance coverage on each anniversary date of the Contract.

4.5 Indemnity

The Contractor shall indemnify and save harmless, the RDCK, from and against any and all losses and all claims, demands, payments, losses, costs, damages suits, actions, recoveries, and judgments brought or recovered against them and/or the RDCK by reason of this Request for Bids or any act or omission of the Contractor, its Sub-Contractors, agents, or employees, in the supply or provision of the Services and otherwise in the performance of or failure to perform the Contract, which shall include protecting the Services and protecting the public from hazards arising out of the supply of the Services.

The obligation of the Contractor under this Section shall apply only to the extent that losses, claims, demands, payments, costs, damages suits, actions, recoveries, and judgment claims do not arise solely out of a negligent act or omission of the RDCK, other Contractors or Representatives of the RDCK, as duly appointed by the RDCK.

4.6 Compliance with *Workers Compensation Act*

The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.

Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the *Workers Compensation Act*, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the *Workers Compensation Act* or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.

In the event that the Contractor refuses or fails to comply with an order under the *Workers Compensation Act* or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Section 4.12-RDCK's Right to Terminate the Contract.

The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter.

4.7 Health and Safety

The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.

The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.

The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.

The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance with all safety regulations required in the supply of the Services.

4.8 Intent of Contract Documents

The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in the Specifications and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to

create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

4.9 RDCK Representative's Authority

The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

4.10 Notice to Proceed

Following the execution of the Contract by the Contractor and the provisions of the required Contract Security and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

4.11 RDCK's Right to Obtain Services from Other Suppliers

If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.

If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.

If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Contract Security.

4.12 RDCK's Right to Terminate the Contract

If the Contractor should:

- a. be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
- b. fail to make sufficient payments due to their Sub-Contractors, or suppliers, or
- c. disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- d. abandon the supply of the Services, or

- e. otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

If the default is not corrected within forty-eight (48) hours, then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under section 4.11-RDCK's Right to Obtain Services from Other Suppliers, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:

- a. obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
- b. withhold any further payments to the Contractor until the supply of the Services is finished;
- c. upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Irrevocable Commercial Letter of Contract Security.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.

It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

4.13 Contractor's Right to Stop Supply of Services or Terminate the Contract

If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.

The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of

the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of the Services and terminate the Contract.

If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

4.14 Sub-Contractors

The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:

- c. enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
- d. be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.

The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in Schedule F-Proposed Sub-Contractors, and accepted by the RDCK for such portions of the supply of the Services as may be designated.

The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.

Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.

Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

4.15 Private Land

If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.

The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

4.16 Dispute Resolution

All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.

In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

4.17 Taxes and Duties

The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

4.18 Staff Resources and Management

The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.

The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

4.19 Right to Audit

Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

4.20 Change in the Services

The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.

If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in Schedule C- Pricing Schedules, or use one of more of the following methods in deciding such value:

- a. by unit prices submitted in the Bid
- b. by unit prices submitted by the Contractor and accepted by the RDCK
- c. by lump sum on the Contractor's estimate and accepted by the RDCK
- d. on a force account basis as specified hereinafter.

4.21 Contract Performance Reviews

From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the description of Services or suspension/termination of the Contract.

4.22 Rights of Waiver

A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

4.23 Duty of Care

The Contractor acknowledges that the RDCK, in the preparation of the Contract documents, provision of oral or written information to Bidders, review of Bids or the carrying out of the RDCK's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the RDCK in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, provision of oral or written information to Bidders, review of Bids or the carrying out of the RDCK's responsibilities under the Contract.

4.24 Severability

All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.

4.25 Compliance with Permits, Laws and Regulations

The laws and regulations of the place where the Services are supplied shall govern.

The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.

The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.

The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.

Any Contract resulting from this Invitation for Tenders will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

~~4.26 Security for Supply of Services~~

~~Unless otherwise agreed in writing by the RDCK may, in its absolute discretion, the Contractor shall provide to the RDCK Contract Security for the performance of its obligations under the Contract.~~

~~a. Performance Bond~~

~~Provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.~~

~~Bond 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.~~

~~Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.~~

~~Submit bond to Owner within 15 days after contract award.~~

~~Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.~~

~~b. Labour and Material Payment Bond~~

~~Provide security for payment of labour and material provided in the performance of the Work in the form of a Labour and Material Payment Bond for 50% of the Contract Price.~~

~~Bond 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.~~

~~Bond shall name the Regional District of Central Kootenay as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.~~

~~Submit bond to the Owner within 15 days after contract award.~~

~~Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque, bank draft or irrevocable letter of credit provided as bid security.~~

~~c. Certified Cheque or Bank Draft~~

~~The Contractor may provide, in lieu of the specified Performance Bond, security for performance of the Contract in the form of a certified cheque or bank draft for 10% of the Contract Price.~~

~~The certified cheque or bank draft shall be in favour of the Regional District of Central Kootenay.~~

~~The certified cheque or bank draft will be deposited and the monies will not be returned to the Contractor, in whole or in part, until satisfactory performance of all of the Contractor's obligations under the Contract.~~

~~Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return to the Contractor 75% of the monies provided as contract security without interest, no later than 30 days after Substantial Performance of the Work. The remaining 25% will be returned to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.~~

~~Submit certified cheque or bank draft to the Owner within 15 days after contract award.~~

d. ~~Irrevocable Bank Letter of Credit~~

~~The Contractor may provide, in lieu of the specified Performance Bond or the specified certified cheque or bank draft, security for performance of the Contract in the form of an irrevocable bank letter of credit for 10% of the Contract Price.~~

~~The letter of credit shall be in favour of the Regional District of Central Kootenay.~~

~~The letter of credit shall have an expiry date no earlier than 24 months from the date of the tender close.~~

~~The letter of credit will not be returned to the Contractor until satisfactory performance of all of the Contractor's obligations under the Contract.~~

~~Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return the letter of credit to the Contractor one year after Substantial Performance of the Work subject to no deficiencies being identified at the One Year Warranty Inspection.~~

~~Submit the letter of credit to the Owner within 15 days after contract award.~~

4.27 Force Majeure

In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under section 4.12- RDCK's Right to Terminate, the Contract, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:

- a. the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
- b. the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
- c. the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
- d. when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

SCHEDULE E: PERSONNEL AND EQUIPMENT LIST

The Bidder proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY BIDDER	RENTED OR LEASED

The Bidder must provide a brief description of the contingency plan in the event of equipment unavailability, failure or breakdown, or in the event that greater than anticipated volumes of material are generated by the RDCK.

--

SCHEDULE F: PROPOSED SUB-CONTRACTORS

The Bidder shall provide the name and address of the Sub-Contractor that the Bidder intends to employ on each item of work specified below.

Any changes or additions to this list must be submitted to the Manager for approval before sub-contracting the supply of the Services.

ITEM OF WORK TO BE SUB-CONTRACTED	NAME, ADDRESS AND TELEPHONE NUMBER OF PROPOSED SUB-CONTRACTOR

SCHEDULE G: ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Bid.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

SCHEDULE H: PROJECT SCHEDULE

The Bidder shall fill in details below and provide the Proposed Schedule for Completion dates.

Stage	Proposed Schedule for Completion	Completion Milestone
Contract Award:	After June 19, 2025 Board Meeting	Acceptance by the RDCK
Submission of Shop Drawings:	30 days from Notice to Proceed	Acceptance by the RDCK
Mobilization:		Acceptance by the RDCK
Substantial Completion:		Acceptance by the RDCK
Completion of all Deficiencies:		Final Acceptance of the Work
Warranty:	1 year from substantial completion	Total Completion of the Work

SCHEDULE I: LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Bidder shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Bidder in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

Bidder's Experience on Projects of a Similar Nature

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

AUTHORIZATION

The Bidder understands and agrees that:

- a. Once the Quotes for the Contract have been opened, this Quote and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of sixty (60) calendar days after the opening of Quotes for the Contract, whichever shall first occur.

The Bidder certifies that the prices and dates and other information contained in this Bid are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Bid.

- b. The conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in Schedule C-Pricing Schedules and in accordance with the other Schedules of this Bid.
- c. The proposed rates specified in Schedule C-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- d. Payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in Schedule C-Pricing Schedules;
- e. The lowest or any Bid will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Bid which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Bids, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Bid;

If there is only one compliant Bid received by the Closing Time, the RDCK reserves the right to accept the Bid or cancel the Bid process with no further consideration for the sole Bid. This includes the right to cancel this Invitation for Tenders at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Bidder – not just where there is only one compliant Bid; and

- f. The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Bid and to seek clarification or additional information on any area of any Bid when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Bids which are non-conforming because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

The Bidder further agrees as follows:

- a. If the undersigned is notified in writing of the acceptance of their Bid, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b. Guarantees completion of the Contract in accordance with the Contract Documents;

- c. Within fifteen (15) days from the date of the Notice of Acceptance of this Bid, to furnish to the RDCK, the specified insurance ~~and the Contract Security for the performance of the Contract;~~
- d. To begin supply of the Services on the date specified in the Notice to Proceed;
- e. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Invitation for Tenders, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no claim; and
- f. The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Bid or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

SIGNED, SEALED AND DELIVERED by:

Name of Bidder (Company)

In the presence of:

Name (printed)

Authorized Signature

Address (printed)

Address (printed)

Telephone

Witness Name (printed)

Witness Signature

Address (printed)

Address (printed)

Telephone

DATED this ____ day of _____, 2025.

APPENDIX A: SITE PLAN, DRAWINGS & SPECIFICATIONS



Castlegar and District Community Complex – East Elevation Arena Egress Doors
2101 6th Ave, Castlegar, BC

24016-CDCC DOOR REPLACEMENT

ISSUED FOR TENDER
2025-03-27

STAND
ARCHITECTURE

Lukas Armstrong, Architect ABC
lukas@standarchitecture.com
250 219 1878
3457 Bedford Road
Nelson BC
V1L6K7

PROJECT NAME

24016-CDCC DOOR REPLACEMENT

ADDRESS

2101 6 AVE
CASTLEGAR BC
V1N 3B2

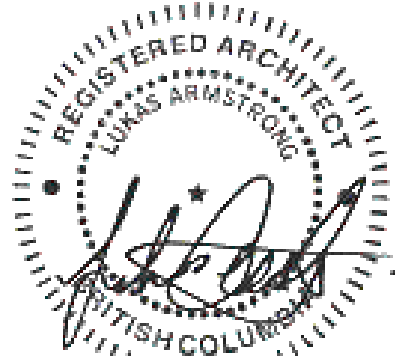
CLIENT

OWNER

DRAWING NOTES

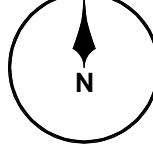
IMAGES ON THIS DRAWING ARE INCLUDED
FOR CONCEPTUAL UNDERSTANDING ONLY
AND ARE NOT TO BE USED FOR
CONSTRUCTION REFERENCES.

SEAL

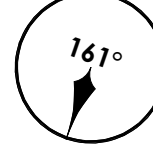


2025-03-28

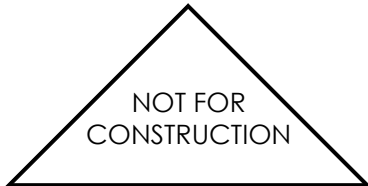
SITE



PLANS



USE



REVISIONS/HISTORY

DATE	NUMBER	DESCRIPTION
2025-03-27	0	ISSUED FOR TENDER

SHEET NAME

COVER

SHEET NO.

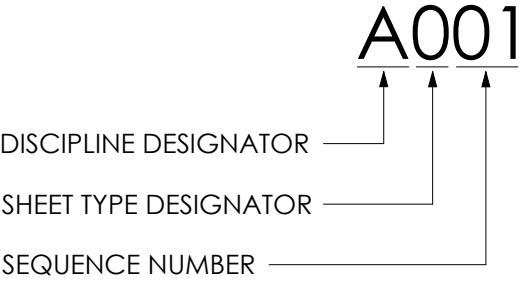
A000

REV. NO.

DRAWING INDEX

A000	COVER
A001	GENERAL
A100	SITE
A102	PLANS AND ELEVATIONS
A602	DOOR SCHEDULE

SHEET IDENTIFICATION



DISCIPLINE DESIGNATORS

G	GENERAL
C	CIVIL
L	LANDSCAPE
S	STRUCTURAL
A	ARCHITECTURAL
F	FIRE PROTECTION
P	PLUMBING
M	MECHANICAL
E	ELECTRICAL
R	RESOURCE INFORMATION

SHEET TYPE DESIGNATORS

0	GENERAL
1	PLANS
2	ELEVATIONS
3	SECTIONS
4	LARGE SCALE VIEWS
5	DETAILS
6	SCHEDULES AND DIAGRAMS
7	TYPICAL DETAILS
8	RESERVED
9	PERSPECTIVES AND PHOTOS

GENERAL NOTES

- THE "WORK" INCLUDES AND IS NOT LIMITED TO THESE DRAWINGS, SUBCONSULTANT OUTPUT, REPORTS, TESTING, PROCUREMENT, PRODUCT DATA, PERMITTING, EXISTING CONDITIONS, MOBILIZATION, DEMOLITION, CONSTRUCTION, CLEAN UP, DISPOSAL, AND COMMISSIONING.
- THESE DRAWINGS ARE NOT ACCOMMODATED BY MASTER FORMAT SPECIFICATIONS, A QUALIFIED, CAPABLE, AND REGISTERED RED SEAL CONTRACTOR IS TO CARRY OUT THE WORK IN COMPLIANCE WITH ALL APPLICABLE CODES, STANDARDS, LAWS, AND REGULATIONS.
- THESE DRAWINGS ARE NOT INTENDED TO BE SCALED.
- WRITTEN TEXT TAKES PRECEDENCE OVER DRAWINGS.
- ALL EXTERIOR DIMENSIONS ARE REFERENCED FROM THE OUTSIDE FACE OF SHEATHING OR OUTSIDE FACE OF CONCRETE, TYPICALLY IDENTIFIED BY GRIDS.
- ALL INTERIOR DIMENSIONS ARE REFERENCED FROM THE WALL STRUCTURE CENTRELINE.
- DEPICTION OF NATURAL ELEMENTS, INCLUDING GRADE AND EXISTING CONDITIONS ARE APPROXIMATE. THE CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO ACHIEVE INTENDED DESIGN.
- CONTRACTOR TO COORDINATE WITH THE DESIGNER ANY MISSING ELEMENTS, DEFICIENCIES, AND DISCREPANCIES WITHIN THESE DRAWINGS AND IN RELATION TO THE REMAINDER OF THE ITEMS DEFINED UNDER THE WORK PRIOR TO CARRYING OUT THE WORK.
- ALL PERMITS ARE TO BE ISSUED PRIOR TO CARRYING OUT THE WORK.
- ALL DRAWINGS AND SUBCONSULTANT OUTPUT TO STATE"ISSUED FOR CONSTRUCTION" PRIOR TO CARRYING OUT THE WORK.
- COORDINATE HAZARDOUS MATERIALS ASSESSMENTS PRIOR TO CARRYING OUT THE WORK.
- SUB-GRADE CONDITIONS AND SERVICES TO BE LOCATED PRIOR TO EXCAVATION. PROCEED WITH INSTRUCTION FROM THEIR PERTAINING DISCIPLINES.
- THE WORK IS TO BE CONFINED TO THE SITE ADDRESS INDICATED ON THESE DRAWINGS, BE PROTECTED FROM THE PUBLIC, AND NOT IMPACT ADJACENT SITES.
- THE WORK IS TO NOT DISRUPT ANY WATERCOURSES OR OTHER RIPARIAN AREAS ON THE SITE OR ADJACENT PROPERTIES WITHOUT CONSENT FROM A QUALIFIED ENVIRONMENTAL PROFESSIONAL.
- BUILDING TO BE LOCATED BY A QUALIFIED SURVEYOR REGISTERED UNDER THE SAME PROVINCE AS THE BUILDING. COORDINATE LOCATION WITH CONSULTANT TO ENSURE BYLAW CONFORMITY.
- UNANTICIPATED CONCEALED CONDITIONS ARE TO BE REVIEWED BY CONSULTANT PRIOR TO PROCEEDING.
- PROGRESS OF THE WORK TO BE REGULARLY REVIEWED AND PRIOR TO CONCEALING BY CONSULTANTS AND AUTHORITY HAVING JURISDICTION.
- ANY ALTERATIONS OR DEMOLITION TO EXISTING CONDITIONS TO BE RESTORED TO THEIR ORIGINAL CONDITION AND APPEARANCE.
- GEOTECHNICAL ENGINEER TO REVIEW AND REPORT SOIL LOAD BEARING CAPACITY.
- STRUCTURAL ENGINEER TO VERIFY ADEQUACY OF EXISTING STRUCTURAL ELEMENTS AND PROVIDE INSTRUCTION ON THEIR ALTERATION OR TEMPORARY SUPPORT.
- STRUCTURAL ENGINEER TO DESIGN RETAINING WALLS GREATER THAN OR EQUAL TO 40" (1,200.0 MM).
- NEW BUILDINGS TO CONFORM TO ENERGY PERFORMANCE REQUIREMENTS PRODUCED BY ENERGY MODELLER.
- MECHANICAL AND ELECTRICAL ITEMS ARE INCLUDED FOR GENERAL LOCATION PURPOSES ONLY. THEY ARE TO BE DESIGNED AND INSTALLED TO BY THEIR RESPECTIVE QUALIFIED DISCIPLINES.
- ALL PENETRATIONS TO BE DESIGNED AND INSTALLED AS GUIDED BY FIRESTOPPING SHEET INCLUDED IN THIS SET IF APPLICABLE.
- ALL PRODUCTS PROCURED ARE TO CONFORM TO SUPPLIER/MANUFACTURERS SPECIFICATION. SHOULD THEIR SPECIFICATION ALTER THE DESIGN, COORDINATE WITH CONSULTANT.
- SHOP DRAWINGS INCLUDING BUT NOT LIMITED TO FRAMING, OPENINGS, AND FIRESTOPPING ARE TO BE ISSUED TO THE CONSULTANT FOR REVIEW PRIOR TO CARRYING OUT THE WORK. THE CONSULTANTS REVIEW DOES NOT ALLEVIATE THE CONTRACTOR FROM ENSURING THEY CONFORM WITH THE DESIGN.
- CONTRACTOR TO PROVIDE ALL NECESSARY BLOCKING, BACKING, AND FRAMING TO ACCOMMODATE PRODUCTS.
- PRODUCTS CONTAINING A SURFACE FLAME SPREAD RATING HIGHER THAN 1.50 ARE TO BE REVIEWED BY CONSULTANT PRIOR TO ORDERING AND INSTALLING.
- ALL WET LOCATIONS TO HAVE MOISTURE-RESTIVE FINISHES AND PRODUCTS.
- COORDINATE WITH CONSULTANTS SHOULD ANY ITEMS ABOVE IMPACT THE DESIGN OR REQUIRE FURTHER INSTRUCTION PRIOR TO CARRYING OUT THE WORK.
- ANY CHANGES TO THE DESIGN ARE TO BE PROVIDED IN WRITING. VERBAL INSTRUCTION IS TO BE FORMATTED IN WRITING AND APPROVED BY THE AHJ (IF APPLICABLE) PRIOR TO EXECUTION.

ABBREVIATIONS

A.B.	AIR BARRIER	F.P.	FIREPLACE	PROJ.	PROJECTION
A.C.P.	ACOUSTIC CEILING PANELS	F.R.R.	FIRE RESISTANCE RATING	R.C.P.	REFLECTED CEILING PLAN
A.G.	ABOVE GRADE	FDN.	FOUNDATION	R.D.	ROOF DRAIN
A.H.J.	AUTHORITY HAVING JURISDICTION	G.L.	GRID LINE	R.O.	ROUGH OPENING
A.V.M.	AIR, VAPOUR, & MOISTURE BARRIER	G.W.B.	GYPSUM WALL BOARD	R.W.L.	RAIN WATER LEADER
ADJ.	ADJACENT	GA.	GAUGE	RAD.	RADIUS
ALT.	ALTERNATE	GLAM.	GLUE-LAMINATED	REINF.	REINFORCED
ALUM.	ALUMINIUM	H.S.S.	HOLLOW STRUCTURAL SECTION	REQ.	REQUIRED
APP.	APPLANCE	H.W.	HOT WATER TANK	REV.	REVISION
APPROX.	APPROXIMATE	HORZ.	HORIZONTAL	RM.	ROOM
B.G.	BELOW GRADE	HR.	HOURL	S.B.	SETBACK
B.U.	BUILT UP	I.F.	INSIDE FACE	S.F.D.	SINGLE FAMILY DWELLING
B&B	BOARD AND BATTEN	I.H.	INTERIOR HEALTH	S.H.G.C.	SOLAR HEAT GAIN COEFFICIENT
BLDG.	BUILDING	I.P.	IRON PIN	S.O.G.	SLAB-ON-GRADE
BOT.	BOTTOM	INS.	INSULATION	S.P.F.	SPRUCE-PINE-FIR
C.B.	CATCH BASIN	INT.	INTERIOR	S.S.	SECONDARY SUITE
C.G.	CORNER GUARD	LD.	LIMITING DISTANCE	S.T.C.	SOUND TRANSMISSION CLASS
C.I.	CONTRACTOR INSTALLATION	L.V.L.	LAMINATED VENEER LUMBER	SAN.	SANITARY
C.I.P.	CAST-IN-PLACE	LAV.	LAVATORY	SF	SQUARE FEET
C.L.	CENTER LINE	M	METER	SIM.	SIMILAR
C.M.U.	CONCRETE MASONRY UNIT	M.D.F.	MEDIUM DENSITY FIBREBOARD	SPEC.	SPECIFICATION
C.W.	COMPLETE WITH	M.F.D.	MULTIPLE FAMILY DWELLING	SQ.	SQUARE
CIRC.	CIRCULATION	M.H.	MANHOLE	STD.	STANDARD
COL.	COLUMN	MAX.	MAXIMUM	STOR.	STORAGE
CONC.	CONCRETE	MECH.	MECHANICAL	STRUC.	STRUCTURAL
CONT.	CONTINUOUS	MEZZ.	MEZZANINE	T.B.D.	TO BE DETERMINED
CORR.	CORRIDOR	MIL.	1/1000 IN.	T.D.	TRAVEL DISTANCE
D.	DRYER (CLOTHES)	MIN.	MINIMUM	T.J.I.	TRUS I-JOIST
D.S.	DOWNSPOUT	MIN.	MINUTE	T.O.	TOP OF
D.S.	DOWNSPOUT	MISC.	MISCELLANEOUS	T.V.	TELEVISION
D.W.	DISH WASHER	MM	MILLIMETERS	T&G	TONGUE AND GROOVE
DIA.	DIAMETER	N.A.	NOT APPLICABLE	TEMP.	TEMPORARY
DN.	DOWN	N.I.S.	NOT IN SCOPE	TYP.	TYPICAL
DW.G	DRAWING	N.T.S.	NOT TO SCALE	U.G.	UNDERGROUND
E.B.F.	EXPOSING BUILDING FACE	NO.	(#)NUMBER	O.I.	OWNER INSTALLATION
E.W.	EACH WAY	O.A.E.	OR APPROVED EQUIVALENT	U.N.O.	UNLESS NOTED OTHERWISE
EA.	EACH	O.C.	ON CENTER	U.O.	UNPROTECTED OPENING
EL.	ELEVATOR	O.F.	OUTSIDE FACE	U.S.	UNDERSIDE
ELEC.	ELECTRICAL	O.S.	OWNER SUPPLY	V.B.	VAPOR BARRIER
ELEV.	ELEVATION	O.S.B.	ORIENTED STRAND BOARD	V.I.	VENDOR INSTALL
ENG.	ENGINEERED	OPEN	OPEN WEB STEEL JOIST	VERT.	VERTICAL
EQ.	EQUAL	P.D.O.	POWER DOOR OPERATOR	VEST.	VESTIBULE
EQUIP.	EQUIPMENT	P.L.	PROPERTY LINE	VOL.	VOLUME
EXIST.	EXISTING	P.P.	POWER POLE	W.	WASHER (CLOTHES)
EXT.	EXTERIOR	P.S.L.	PARALELL STRAND LUMBER	W.C.	WATER CLOSET
F.	FURNACE	P.T.	PRESSURE TREATED	W.C.B.	WORKERS' COMPENSATION BOARD
F.D.	FLOOR DRAIN	P.V.C.	POLYVINYL CHLORIDE	W.D.	WASHER AND DRYER (CLOTHES)
F.F.	FINISHED FLOOR	PLAM.	PLASTIC LAMINATE	W.H.	WATER HEATER
F.F.	FINISHED FLOOR	PLY.	PLYWOOD	W.P.	WALL PROTECTION
		POLY.	POLYETHYLENE		

NAVIGATION LEGEND

	VIEW NAME VIEW SCALE	REFERENCED DRAWING
	EXTERIOR/INTERIOR ELEVATION REFERENCE	
	SECTION REFERENCE	
	DETAIL REFERENCE	
	PLAN REFERENCE	
	GRIDS	
	REVISION EXTENT/ REVISION NUMBER	
	TRUE NORTH	
	PROJECT NORTH	

LINE LEGEND

	NEW
	EXISTING
	DEMOLISH
	PROPERTY LINE
	SETBACK
	CONTOUR
	WATER
	MEMBRANE-VAPOUR
	MEMBRANE-WATER
	GRADE
	STRUCTURE
	ABOVE
	BELOW
	TEXTURE HATCH
	GRID
	FIRE RATING-15MIN
	FIRE SEPARATION-15MIN
	FIRE RATING-30MIN
	FIRE SEPARATION-30MIN
	FIRE RATING-45MIN
	FIRE SEPARATION-45MIN
	FIRE RATING-1HR
	FIRE SEPARATION-1HR
	FIRE RATING-1.5HR
	FIRE SEPARATION-1.5HR
	FIRE RATING-2HR
	FIRE SEPARATION-2HR

MATERIAL LEGEND

	BOARD AND BATTEN
	BOARD-VERTICAL
	BOARD-HORIZONTAL
	BRICK-HERRINGBONE
	BRICK-RUNNING
	CARPET
	CEILING TILE
	CMU
	CONCRETE
	EARTH
	GLASS
	GRASS
	GRATE
	GRAVEL
	GYPSUM WALL BOARD
	INSULATION BATI/BLOWN
	INSULATION-RIGID
	INSULATION-SEMI-RIGID

	INSULATION-SEMI-RIGID
	METAL-CORRUGATED
	METAL-SECTION
	METAL PANELS
	METAL-ROOFING
	NOT IN SCOPE
	PLYWOOD
	SHAKES
	SHINGLES
	STONE-FIELD
	STONE-LEDGE
	STONE-RIVERROCK
	STUCCO
	TILE-FLOOR
	TILE-HEXAGON
	TILE-WALL
	WOOD-FLOOR
	WOOD-TIMBER

TAG LEGEND

	ROOM TAG
	KEYNOTE TAG
	FOUNDATION WALL TAG
	EXTERIOR WALL TAG
	PARTITION WALL TAG
	CLADDING WALL TAG
	FLOOR TAG
	CEILING TAG
	ROOF TAG
	WINDOW TAG
	DOOR TAG
	PLUMBING TAG
	EQUIPMENT TAG
	FURNITURE TAG
	BEAM TAG
	COLUMN TAG
	FOOTING TAG

LIFE SAFETY-OCCUPANCIES

	A1-ASSEMBLY-PERFORMING ARTS
	A2-ASSEMBLY-STANDARD
	A3-ASSEMBLY-ARENA
	A4-ASSEMBLY-OPEN AIR
	B1-DETENTION
	B2-TREATMENT
	B3-CARE
	C-RESIDENTIAL
	D-BUSINESS AND PERSONAL SERVICES
	E-MERCANTILE
	F1-INDUSTRIAL-HIGH HAZARD
	F2-INDUSTRIAL-MEDIUM HAZARD
	F3-INDUSTRIAL-LOW HAZARD
	SHARED
	UNOCCUPIED

LIFE SAFETY-USES

	GARAGE-REPAIR
	GARAGE-STORAGE
	JANITOR-UNSPRINKLERED
	CORRIDOR-PUBLIC
	EXIT
	LAUNDRY-UNSPRINKLERED
	SERVICE-CONSTITUTING FIRE HAZARD
	SHAFT-DUMBWAITER
	SHAFT-ELEVATOR
	SHAFT-SERVICE
	STORAGE-DANGEROUS GOODS
	STORAGE-MULTIPLE TENANT

LIFE SAFETY-ELEMENTS

	RATED DOOR (CLOSURE)
	SHUTTER (CLOSURE)
	LONGEST PATH OF TRAVEL
	SMOKE ALARM
	EMERGENCY LIGHTING
	MANUAL STATION
	SIGNAGE-EGRESS
	SIGNAGE-EXIT
	SIGNAGE-NO PARKING
	SIGNAGE-OCCUPANT LOAD

STAND
ARCHITECTURE

Lukas Armstrong, Architect ABC
lukas@standarchitecture.com
250.219.1878

3457 Bedford Road
Nelson BC
V1Y6A7

PROJECT NAME

24016-CDCC DOOR REPLACEMENT

ADDRESS

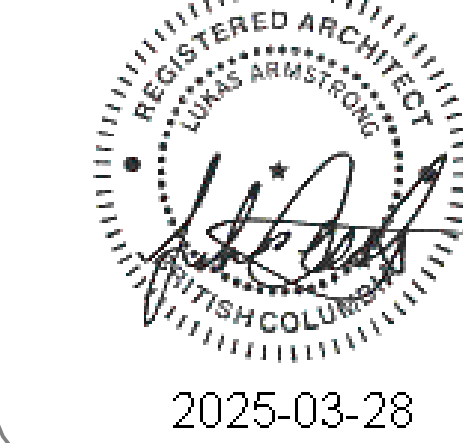
2101 6 AVE
CASTLEGAR BC
V1N 3B2

CLIENT

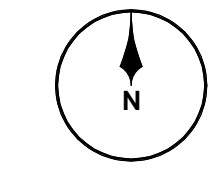
OWNER

DRAWING NOTES

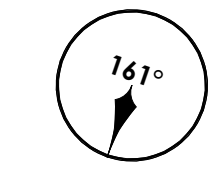
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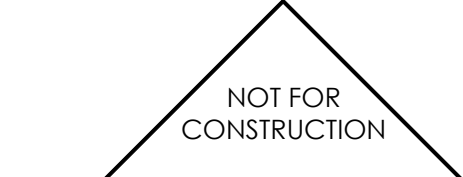
SITE



PLANS



USE



REVISIONS/HISTORY

DATE	NUMBER	DESCRIPTION
2025-03-27	0	ISSUED FOR TENDER

SHEET NAME

GENERAL

SHEET NO.

A001

REV. NO.

PROPERTY SUMMARY

ITEM
CIVIC ADDRESS
LEGAL ADDRESS

P.I.D.
AJH
BYLAW REFERENCED

DESCRIPTION
2101 6 AVE, CASTLEGAR, BC V1N 3B2
PARCEL 1, PLAN NEP74742,
D.L. 7173, K.L.D.
031-650-040
CITY OF CASTLEGAR
N.I.S.

CODE SUMMARY

REFERENCE	ITEM
1. A-1.1.1.1.	1. TYPE
2. 3.1.2.6.	2. MAJOR OCCUPANCY
3. 3.2.2.8.	3. MINOR OCCUPANCY
4. 3.1.17.1	4. OCCUPANT LOAD
5. A-1.4.1.2.	5. AREA
6. A-1.4.1.2.	6. STOREYS
7. A-1.3.3.2.	7. PART
8. 3.2.2.10.	8. STREETS
9. 3.2.2.29.	9. GOVERNING OCCUPANCY
10. 3.2.2.29.	10. SPRINKLERED
11. 3.2.2.29.	11. CONSTRUCTION

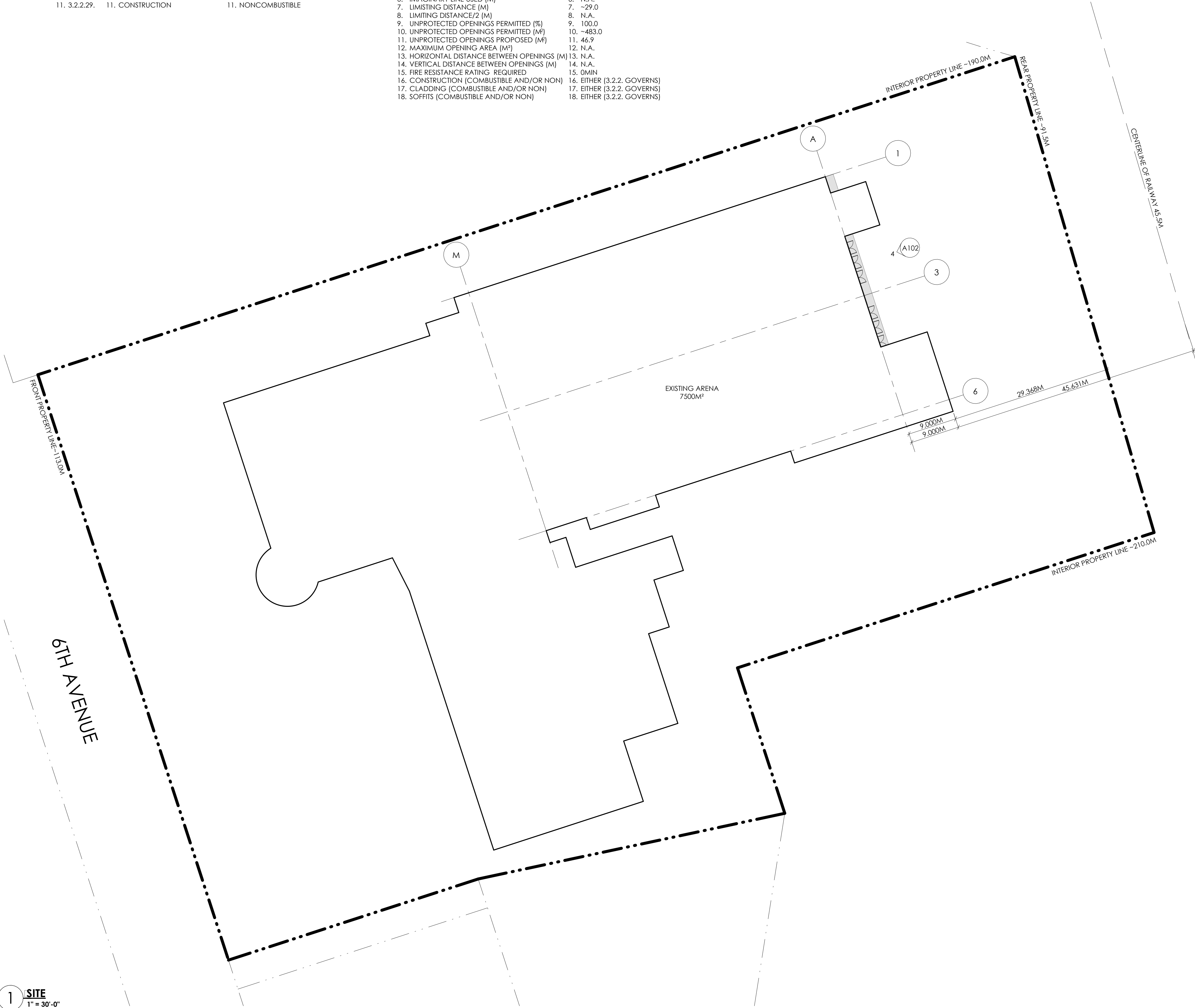
DESCRIPTION
1. REPLACEMENT OF MATERIALS
2. GROUP A DIVISION 3
3. N.I.S.
4. >100
5. ~7500.0M² (FIREWALLS UNKNOWN)
6. 1
7. 3
8. 3
9. A3, ANY HEIGHT, ANY AREA.
10. NO
11. NONCOMBUSTIBLE

EXPOSING BUILDING FACES

SPRINKLERED
FIRE DEPARTMENT RESPONSE TIME <10 MINUTES
LIMITING DISTANCE/2 APPLICABLE

NO
YES
NO

ITEM	EAST
1. AREA (M²)	1. ~483.0
2. RATIO (L/H OR H/L)	2. < 3:1
3. DISTANCE TO PROPERTY LINE (M)	3. ~29.4
4. DISTANCE TO C.I. STREET (M)	4. N.A.
5. DISTANCE BETWEEN BUILDINGS (M)	5. N.A.
6. IMAGINARY LINE USED (M)	6. N.A.
7. LIMITING DISTANCE (M)	7. ~29.0
8. LIMITING DISTANCE/2 (M)	8. N.A.
9. UNPROTECTED OPENINGS PERMITTED (%)	9. 100.0
10. UNPROTECTED OPENINGS PERMITTED (M²)	10. ~483.0
11. UNPROTECTED OPENINGS PROPOSED (M²)	11. 46.9
12. MAXIMUM OPENING AREA (M²)	12. N.A.
13. HORIZONTAL DISTANCE BETWEEN OPENINGS (M)	13. N.A.
14. VERTICAL DISTANCE BETWEEN OPENINGS (M)	14. N.A.
15. FIRE RESISTANCE RATING REQUIRED	15. 0MIN
16. CONSTRUCTION (COMBUSTIBLE AND/OR NON)	16. EITHER (3.2.2. GOVERNS)
17. CLADDING (COMBUSTIBLE AND/OR NON)	17. EITHER (3.2.2. GOVERNS)
18. SOFFITS (COMBUSTIBLE AND/OR NON)	18. EITHER (3.2.2. GOVERNS)



STAND
ARCHITECTURE

Lukas Armstrong, Architect ABC
lukas@standarchitecture.com
250 219 1878

3457 Bedford Road
Nelson BC
V1L6K7

PROJECT NAME

24016-CDCC DOOR REPLACEMENT

ADDRESS

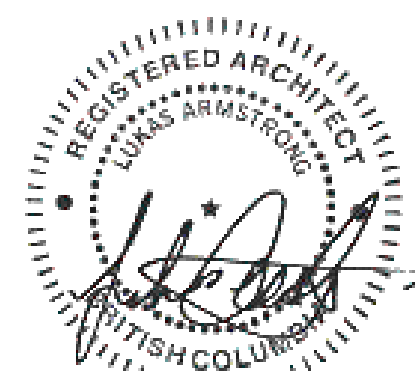
2101 6 AVE
CASTLEGAR BC
V1N 3B2

CLIENT

OWNER

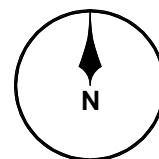
DRAWING NOTES

SEAL

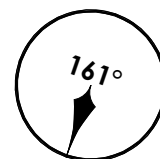


2025-03-28

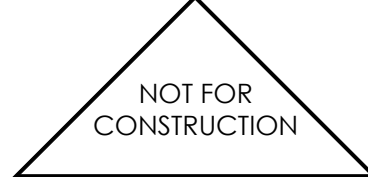
SITE



PLANS



USE



REVISIONS/HISTORY

DATE	NUMBER	DESCRIPTION
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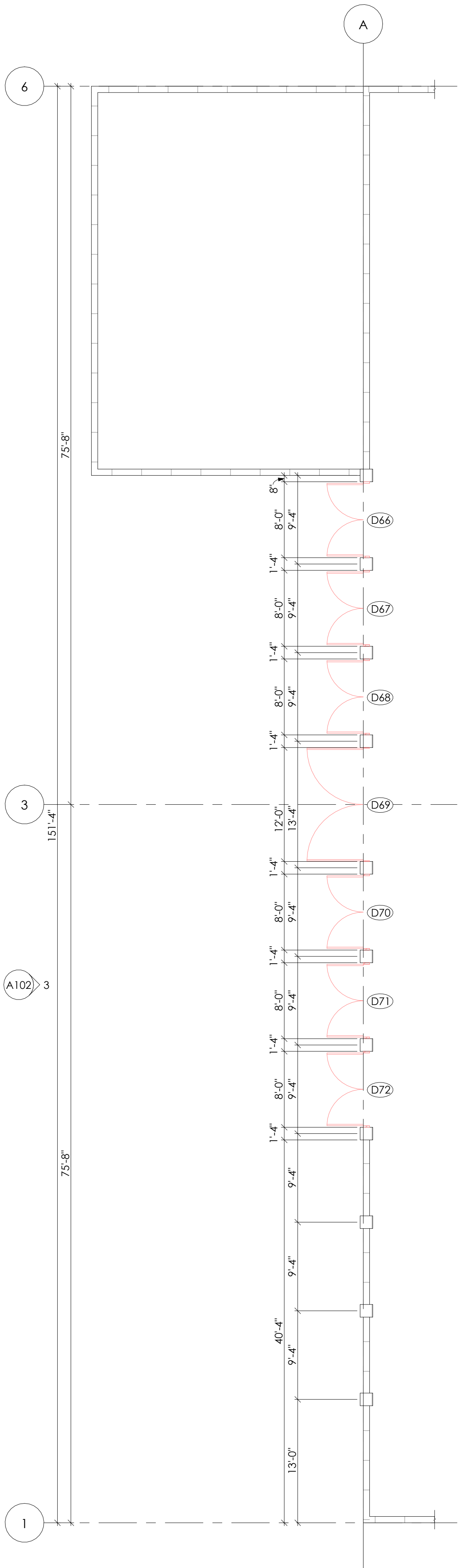
SHEET NAME

SITE

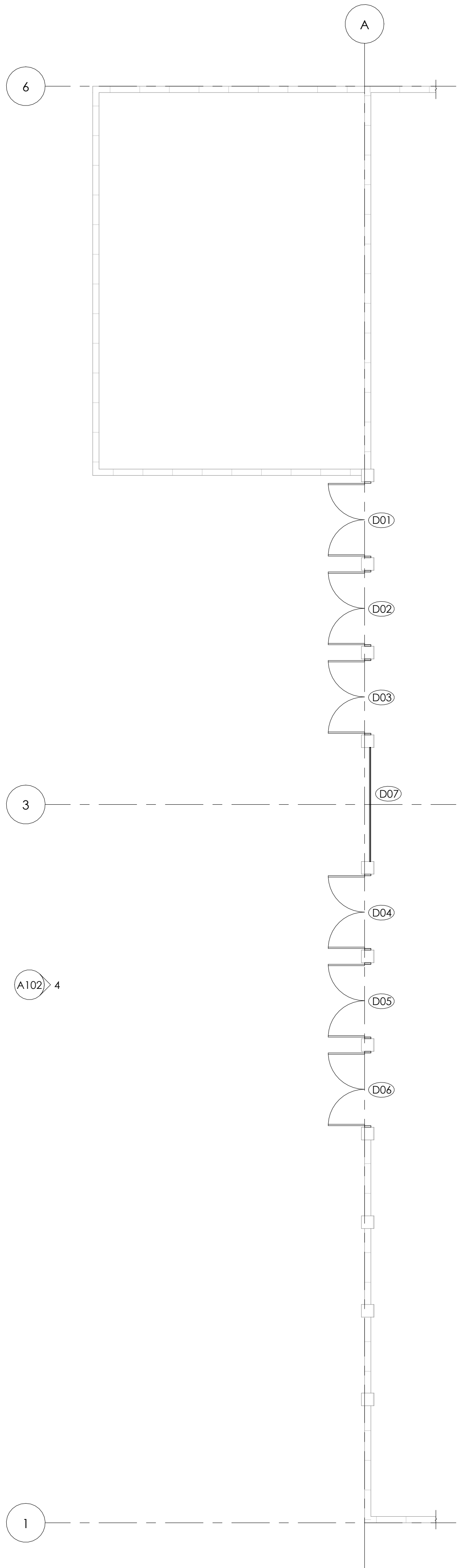
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A100

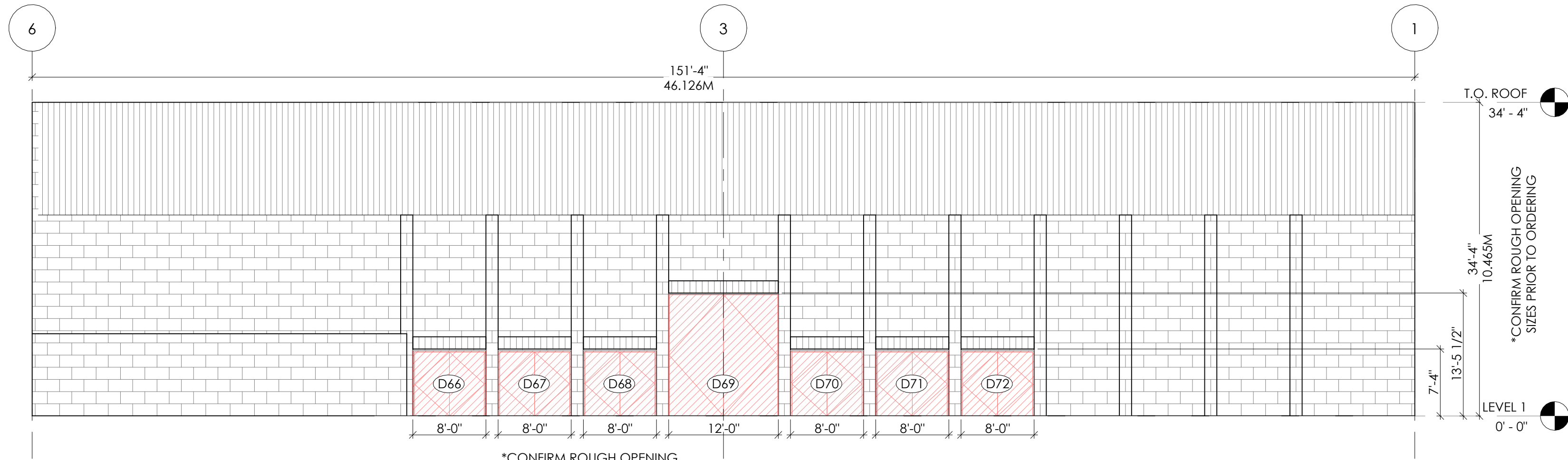
REV. NO.



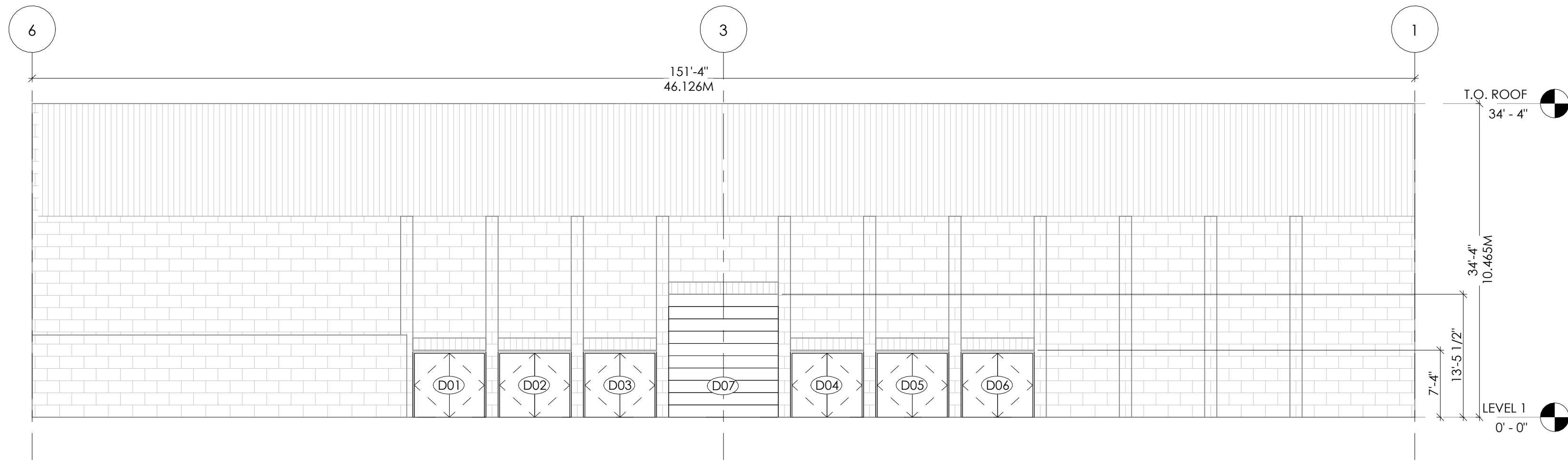
1 LEVEL 1-EXIST./DEMO.
1/8" = 1'-0"



2 LEVEL 1-NEW
1/8" = 1'-0"



3 EAST-EXIST./DEMO.
1" = 10'-0"



4 EAST-NEW
1" = 10'-0"

STAND

ARCHITECTURE

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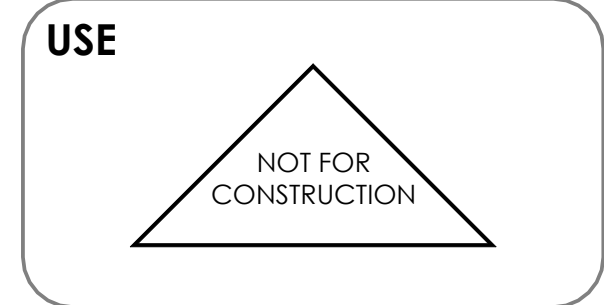
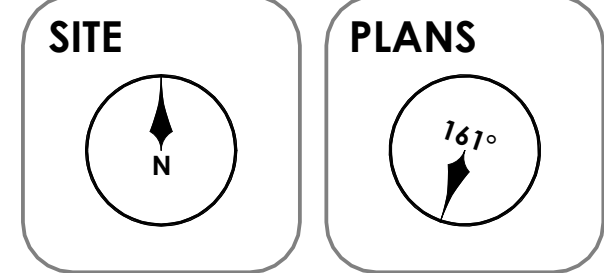
PROJECT NAME
24016-CDCC DOOR REPLACEMENT

ADDRESS
2101 6 AVE
CASTLEGAR BC
V1N 3B2

CLIENT
OWNER

DRAWING NOTES

SEAL



REVISIONS/HISTORY		
DATE	NUMBER	DESCRIPTION
2025-03-27	0	ISSUED FOR TENDER

SHEET NAME
PLANS AND ELEVATIONS

SHEET NO.
A102

REV. NO.

PROJECT NAME
24016-CDCC DOOR REPLACEMENT

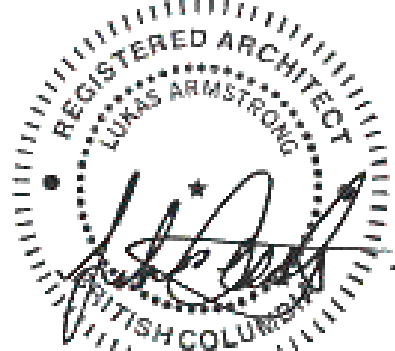
ADDRESS
2101 6 AVE
CASTLEGAR BC
V1N 3B2

CLIENT
OWNER

DRAWING NOTES

ASIDE FROM NEW DOOR AND WINDOW
SIZES, ALL DIMENSIONS ON THIS PAGE
ARE APPROXIMATE AND ARE INTENDED
TO BE USED FOR ROUGH MATERIAL
TAKEOFFS AND LAYOUT
UNDERSTANDING.

SEAL



2025-03-28

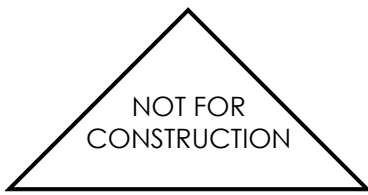
SITE



PLANS



USE



REVISIONS/HISTORY

DATE	NUMBER	DESCRIPTION
2025-03-27	0	ISSUED FOR TENDER

SHEET NAME
DOOR SCHEDULE

SHEET NO.

A602

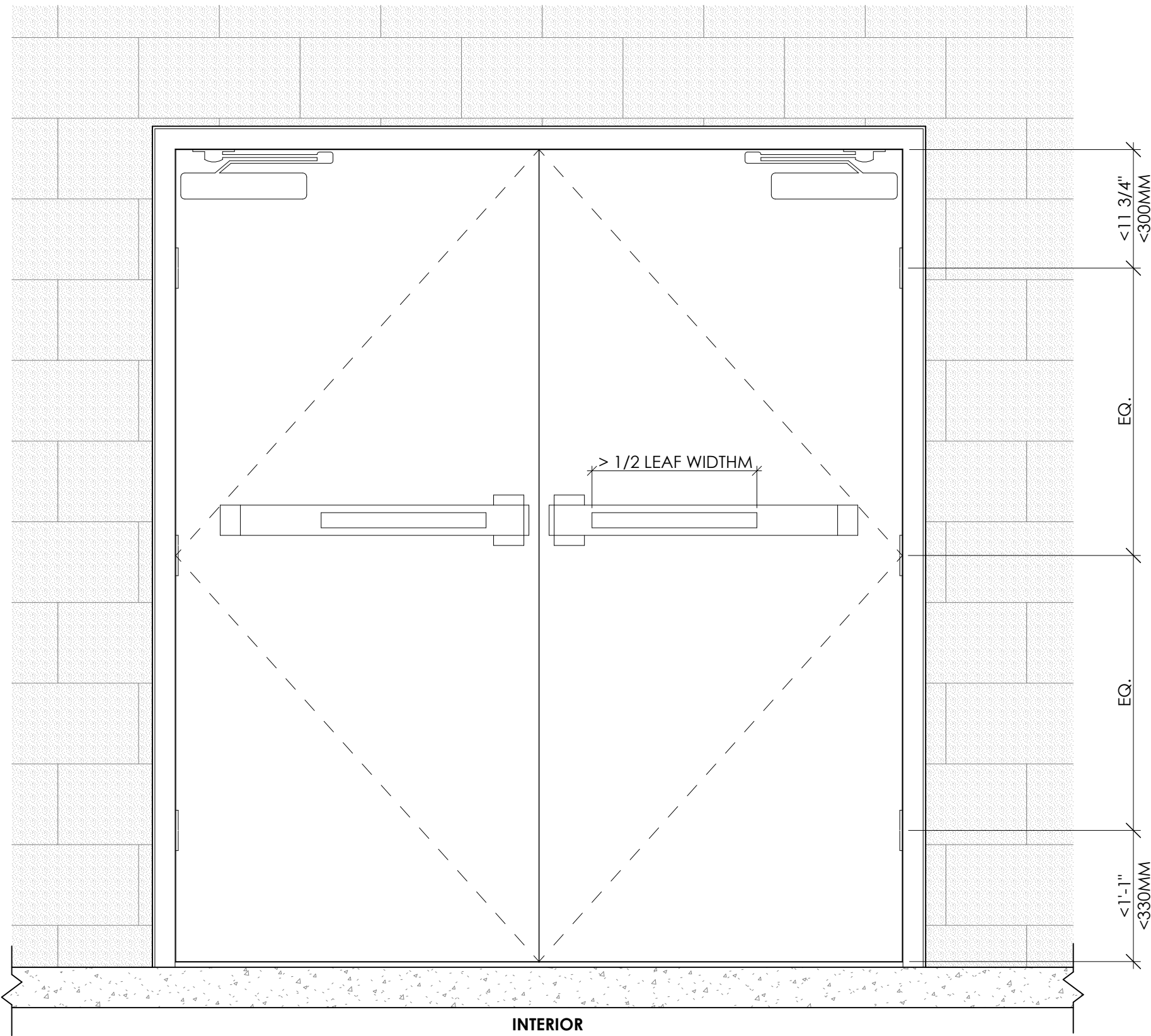
REV. NO.

DOORS & HARDWARE-EXIST./DEMO.

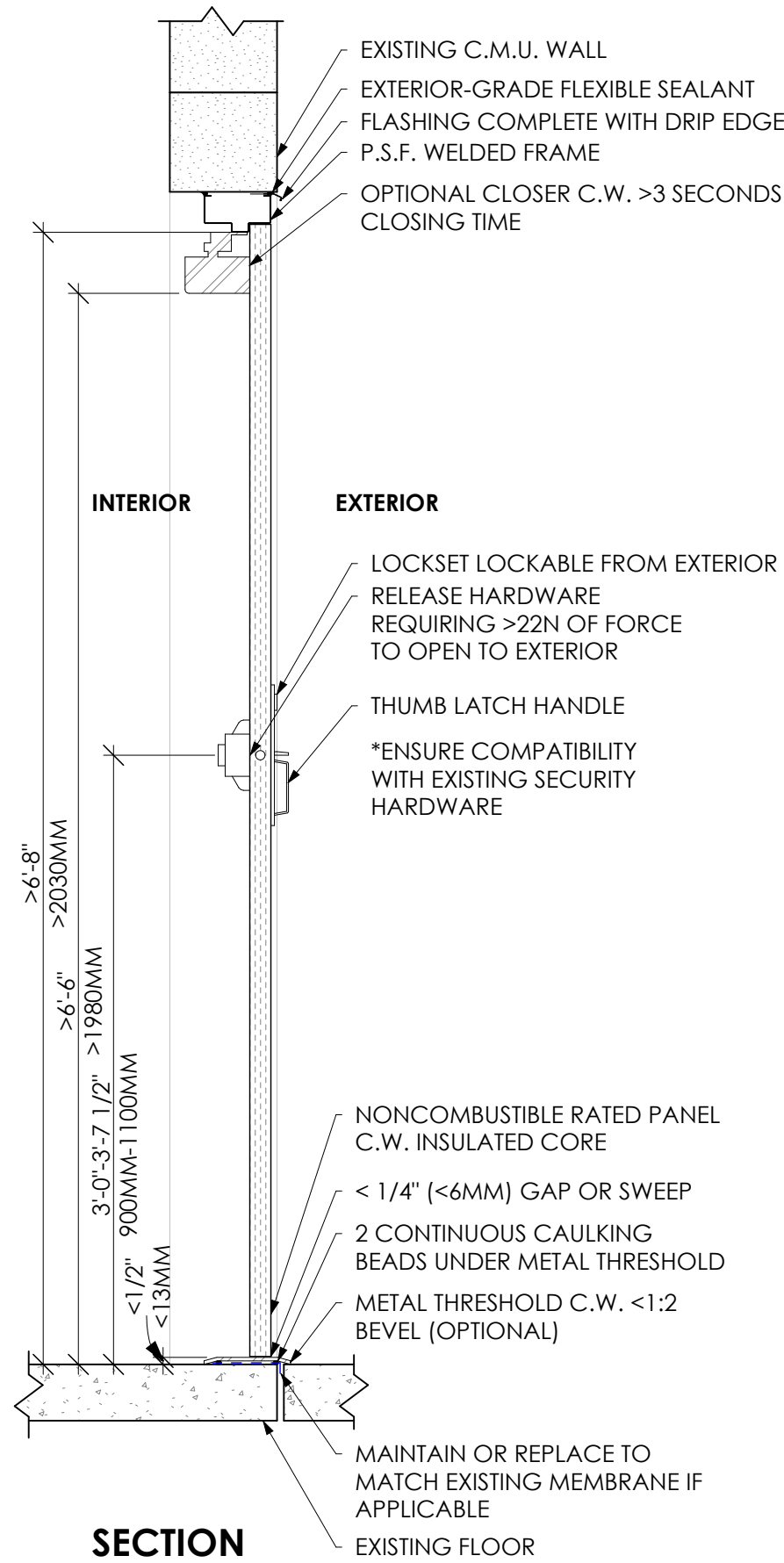
GENERAL				PANEL						FRAME				HANDLE		HARDWARE								SIGNAGE			
TAG	NAME	F.R.R.	F.S.R.	WIDTH	HEIGHT	THICKNESS	MATERIAL	CORE	FINISH	HEAD	JAMB	MATERIAL	FINISH	PULL	PUSH	LATCH	CLOSER	SWEEP	P.D.O.	KICK	ASTRAGAL	THRESHOLD	WEATHERSTRIP		VIEWER	HOLD-OPEN	MAG LOCK
D66	FLUSH-DOUBLE	OMIN		92"	84"	1 3/4"	WOOD	SOLID	PAINTED	4	2"	STEEL	PAINTED	NONE	PANIC		X					X	X				
D67	FLUSH-DOUBLE	OMIN		92"	84"	1 3/4"	WOOD	SOLID	PAINTED	4	2"	STEEL	PAINTED	NONE	PANIC		X					X	X				
D68	FLUSH-DOUBLE	OMIN		92"	84"	1 3/4"	WOOD	SOLID	PAINTED	4	2"	STEEL	PAINTED	NONE	PANIC		X					X	X				
D69	FLUSH-DOUBLE			142 1/2"	159 1/2"	1 3/4"	PLYWOOD	SOLID	PAINTED	4	3/4"	STEEL	PAINTED	NONE	PANIC							X	X				
D70	FLUSH-DOUBLE	OMIN		92"	84"	1 3/4"	WOOD	SOLID	PAINTED	4	2"	STEEL	PAINTED	NONE	PANIC		X					X	X				
D71	FLUSH-DOUBLE	OMIN		92"	84"	1 3/4"	WOOD	SOLID	PAINTED	4	2"	STEEL	PAINTED	NONE	PANIC		X					X	X				
D72	FLUSH-DOUBLE	OMIN		92"	84"	1 3/4"	WOOD	SOLID	PAINTED	4	2"	STEEL	PAINTED	NONE	PANIC		X					X	X				

DOORS & HARDWARE-NEW

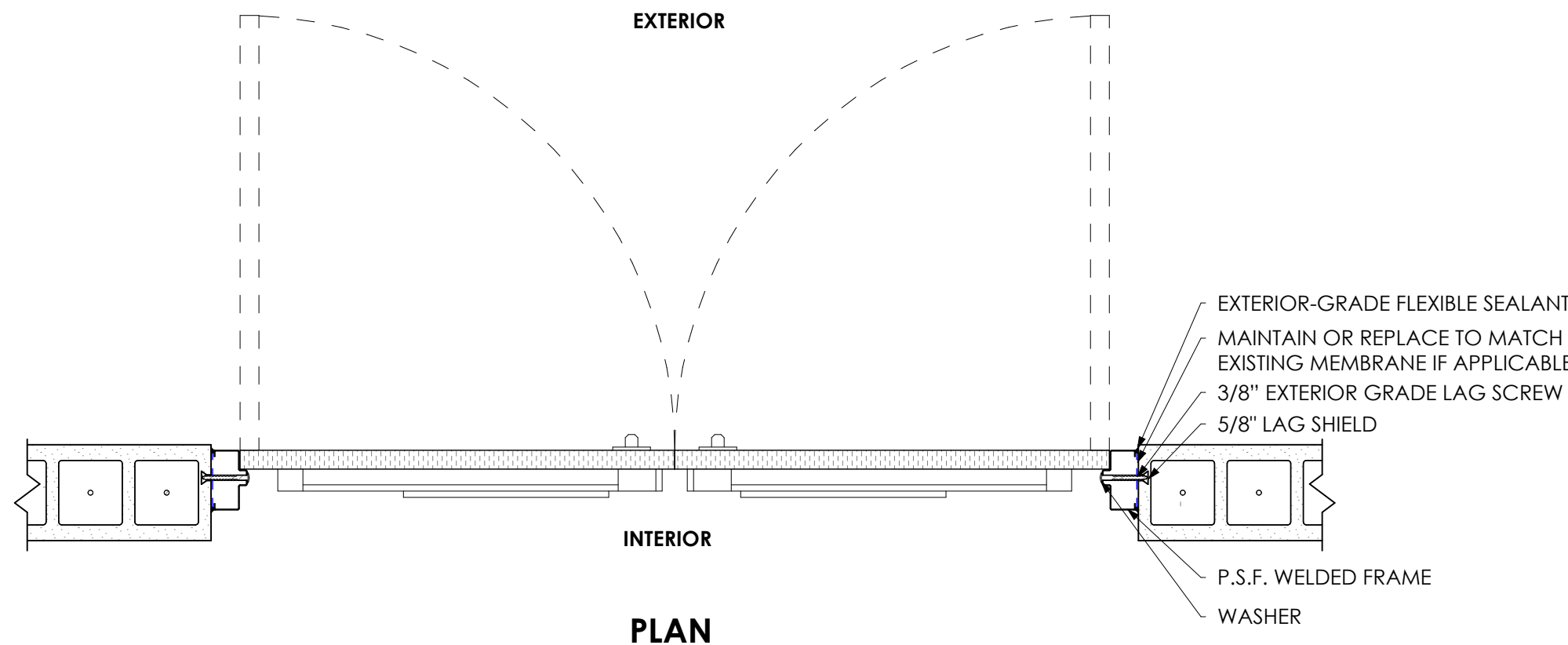
GENERAL				PANEL						FRAME				HANDLE		HARDWARE											
TAG	NAME	F.R.R.	F.S.R.	WIDTH	HEIGHT	THICKNESS	MATERIAL	CORE	FINISH	HEAD	JAMB	MATERIAL	FINISH	PULL	PUSH	LATCH	CLOSER	SWEEP	P.D.O.	KICK	ASTRAGAL	THRESHOLD	WEATHERSTRIP	VIEWER	HOLD-OPEN	MAG LOCK	SIGNAGE
D01	FLUSH-DOUBLE	0MIN	<25	92"	84"	1 3/4"	HOLLOW METAL	INSULATED	PAINTED: EXTERIOR-GRADE	4"	2"	DOUBLE WELDED STEEL	PAINTED: EXTERIOR-GRADE	THUMB LATCH C.W. LOCKSET	PUSH BAR	X	X				X	X	X				VEHICLE PARKING TO NOT OBSTRUCT EXIT DOOR SWING
D02	FLUSH-DOUBLE	0MIN	<25	92"	84"	1 3/4"	HOLLOW METAL	INSULATED	PAINTED: EXTERIOR-GRADE	4"	2"	DOUBLE WELDED STEEL	PAINTED: EXTERIOR-GRADE	NONE	PUSH BAR	X	X				X	X	X				VEHICLE PARKING TO NOT OBSTRUCT EXIT DOOR SWING
D03	FLUSH-DOUBLE	0MIN	<25	92"	84"	1 3/4"	HOLLOW METAL	INSULATED	PAINTED: EXTERIOR-GRADE	4"	2"	DOUBLE WELDED STEEL	PAINTED: EXTERIOR-GRADE	NONE	PUSH BAR	X	X				X	X	X				VEHICLE PARKING TO NOT OBSTRUCT EXIT DOOR SWING
D04	FLUSH-DOUBLE	0MIN	<25	92"	84"	1 3/4"	HOLLOW METAL	INSULATED	PAINTED: EXTERIOR-GRADE	4"	2"	DOUBLE WELDED STEEL	PAINTED: EXTERIOR-GRADE	NONE	PUSH BAR	X	X				X	X	X				VEHICLE PARKING TO NOT OBSTRUCT EXIT DOOR SWING
D05	FLUSH-DOUBLE	0MIN	<25	92"	84"	1 3/4"	HOLLOW METAL	INSULATED	PAINTED: EXTERIOR-GRADE	4"	2"	DOUBLE WELDED STEEL	PAINTED: EXTERIOR-GRADE	NONE	PUSH BAR	X	X				X	X	X				VEHICLE PARKING TO NOT OBSTRUCT EXIT DOOR SWING
D06	FLUSH-DOUBLE	0MIN	<25	92"	84"	1 3/4"	HOLLOW METAL	INSULATED	PAINTED: EXTERIOR-GRADE	4"	2"	DOUBLE WELDED STEEL	PAINTED: EXTERIOR-GRADE	THUMB LATCH C.W. LOCKSET	PUSH BAR	X	X				X	X	X				VEHICLE PARKING TO NOT OBSTRUCT EXIT DOOR SWING
D07	OVERHEAD COILING	0MIN	<25	144"	161 1/2"	1 3/8"	STEEL	INSULATED	PAINTED: EXTERIOR-GRADE	0"	0"	STEEL	PAINTED: EXTERIOR-GRADE								X	X					



ELEVATION



SECTION



PLAN

March 18, 2025

Project Number: C25306 - 003

Stand Architecture
3457 Bedford Road
Nelson, BC, V1L 6X7

Attn: Lukas Armstrong

***RE: STAND ARCHITECTURE - CDRD DOOR REPLACEMENT STRUCTURAL
ASSESSMENT REPORT***

At the request of Lukas Armstrong, on February 4, 2025, WSA Engineering (2012) Ltd. (WSA) conducted an inspection at the Castlegar & District Recreation Department (CDRD) complex at 2101 6th Avenue, Castlegar BC. The inspection was attended by Charles Langston, EIT, of WSA and Lukas Armstrong of Stand Architecture. This report describes conditions that were exposed and observable at the time of the inspection.

BACKGROUND

The east wall of the CDRD complex has six double doors and a tall swing door which the RDCK wishes to replace. WSA's inspection was to assess the conditions of the existing wall openings to determine whether or not they can accommodate the new doors and provide design recommendations as needed.



Figure 1: existing doors on east wall (photo provided by Stand)

STRUCTURAL ASSESSMENT

The doors scheduled for replacement are in the east wall entrance to the arena area, as seen on line A on the architectural drawings. This is a non-load bearing wall. Vertical environmental loads will not be a consideration. There is a single layer Concrete Masonry Unit (CMU) header that ties into a CMU column on either side of each door. Provided that the headers and columns remain structurally sound, these elements will be sufficient to support the new doors, and the demolition and construction required to install them.

Most of the CMU structural elements appear sound and sufficient for the intended purpose. There are two exceptions: the headers above the large swing door (figure 2) and above the northern-most regular door (figure 3). These are doors D69 and D72 as seen on the architectural drawings. The sufficiency of these headers is in question, and they require fixing prior to mounting new doors.



Figure 2: cracking visible on the header of door D69 – large swing door



Figure 3: cracking visible on the header of door D72 – northern most door

RECOMMENDATION

Door D72 Header:

The visible cracking in the header above Door D72 is minor and may be only superficial. However, the header should be supported prior to removing the existing door frame using a length of 3"x3"x 1/4" angle iron bolted to the bottom edge of the header with ten 6" x 1/2" Hilti HUS anchors.

See attached repair detail *DOOR D72 HEADER SUPPORT*

Door D69 Header:

This header has significant cracking. It should not be relied on for structural sufficiency.

Prior to removing the existing door frame from D69 the masonry must be supported using a length of 3"x3"x 1/4" angle iron bolted to the bottom edge of the header with sixteen 6" x 1/2" Hilti HUS anchors as seen in the attached repair detail *DOOR D69 HEADER MODIFICATIONS*. Note that this is only for stabilizing the old header to allow demo and construction, not to stabilize it for future structural loading.

WSA recommends bypassing the original CMU header as a structural element entirely and attaching a new steel HSS header underneath the existing one. The HSS header is to be the new structural element for anchoring the new door to.

The HSS should be butted up to the underside of the existing header and attached to the CMU columns on either side. 4"x4"x1/4" HSS would be suitable, but the exact header dimensions may vary based on the final specifications for the door. A 1/4" plate welded to both ends and anchored to the CMU column with six 6"x1/2" Hilti HUS bolts per side would be suitable.

Contractor is to provide shop drawings of the new header and anchorage for engineering review.

At the contractor's discretion the Hilti HUS anchor bolts may be substituted with galvanized 6"x 1/2" bolts anchored with Hilti Hit 200 adhesive anchor.

These designs and the suggestions above may be taken as preliminary if site conditions are found to cause them to be impractical or ineffective. If anything unexpected is found or there is any question of design suitability contact WSA Engineering for further information.

CLOSING

This report has been prepared for the exclusive use of Stand Architecture and the RDCK and is in accordance with generally accepted engineering principles and practice. No other warranty, either expressed or implied, is made. Any use which a third party makes of this report, any reliance on the report, or decisions made based on it are the responsibility of such third parties. WSA accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on this report.

Should you have any questions about the above findings or wish to discuss this further, please contact our office.

Sincerely,
WSA ENGINEERING (2012) LTD.

Prepared by:



Charles Langston, EIT
Structural Engineering in Training

Reviewed by:



Dan Sahlstrom, P.Eng.
Senior Civil Engineer

Attached (3):

DOOR D72 HEADER SUPPORT
H72 HEADER SUPPORT FABRICATION DIMENSIONS
DOOR D69 HEADER MODIFICATIONS

CL:jg



SCALE: 3/4"=1'-0"

PERMIT TO PRACTICE
#1003247 2025-0

SCALE:	NTS	
DWG #	C25306-002	
JOB:		
SHEET:	1 OF 3	B

USE A MID-STRENGTH CHEMICAL ANCHOR (SIKA ANCHORFIX 2, OR OTHER APPROVED EQUALS) AS A GROUT TO FILL ANY NOTABLE CAVITIES OR REATTACH ANY LOOSE PIECES PRIOR TO DRILLING HOLES FOR THE ANCHOR BOLTS.

PROPOSED NEW HEADER. ENGINEER AND CONTRACTOR TO DETERMINE SUITABILITY

4 "x 4" x $\frac{1}{4}$ " HSS

— 12'-0¹/₄" ROUGH OPENING

- ASTM A36 L 3"x 3" x $\frac{1}{4}$ " (L 76 x 76 x 6.4)
- HOLES TO BE $\frac{9}{16}$ "
- QUANTITY - ONE ONLY
- FINISH WITH AN OUTDOOR SUITABLE PAINT



FOR PERMIT

SCALE: 3/4"=1'-0"

											 ENGINEERING (2012) LTD. Civil • Structural • Building Design 2248 Columbia Ave. Castlegar, B.C. V1N 2X1 Ph: (888) 617-6927 BC Permit to Practice No. 1003247	DSGN:	CL	CDRC DOOR SUPPORT STRUCTURAL ASSESMENT	SCALE:	NTS	
								DWN:	CL	DWG #		C25306-002					
					B	18/03/25	ISSUED FOR PERMIT	CL	DS	CHK:		DS	JOB:				
					A	17/03/25	ISSUED FOR REVIEW	CL	-	DOOR D69 HEADER MODIFICATIONS		SHEET:	3 OF 3	B			
ISSUE	DATE D/M/YY	REVISION ISSUED FOR		BY	APP'D	ISSUE	DATE D/M/YY	ISSUED FOR				BY	APP'D				
										START DATE: D/M/YY		MAR 17 '25					

REGIONAL DISTRICT OF CENTRAL KOOTENAY
CASTLEGAR & DISTRICT RECREATIONAL COMPLEX
INTERIOR ARENA ROOF AND WALLS
HAZARDOUS MATERIALS SURVEY

LOCATED AT

2101 Sixth Avenue, Castlegar, BC

REQUESTED BY

Jeannine Bradley (Project Manager),

Regional District of Central Kootenay

Prepared by:

Richard Forget MSc (A), CIH, CRSP
Senior Industrial Hygienist
Western Canada Safety Services Ltd.
Project # 1092

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EXECUTIVE SUMMARY

Western Canada Safety Services Ltd (WCSSL) conducted a hazardous materials survey of the Castlegar & District Recreational Complex interior arena roof, walls and of the exterior flat roof located at 2101 Sixth Avenue, Castlegar BC on April 2nd, 2025. The request was made by Jeannine Bradley, Project Manager for the Regional District of Central Kootenay (RDCK). The arena ceiling is scheduled for renovation improvements. An architecture firm identified insufficient insulation in the ceiling space as well as a need to install an interior liner on the existing ceiling. Due to the difficulties with accessing the ceiling space, an exterior entry was integrated into the study which will enter via the west through a stair set. Before the commencement of renovation work RDCK requested that a hazmat survey be conducted on the materials that may be impacted by the renovation work. WorksafeBC regulation requires confirmation of building materials for hazardous content prior to any renovation or restoration activities.

The interior arena roof covers approximately 24,000 sq. ft of surface. The roof design is a curved metal roof design utilizing panels of corrugated sheet metal formed into two wavelengths of a secondary sinusoidal curve across the width of the panel. Each panel overlaps the next panel. Since the exterior roof panel seams were found to be sealed with a putty containing asbestos, it is suspected that the interior panel seams would also be sealed with a putty prior to being bolted together. The entire panel is also bolted to the framing in the arena attic. The vertical arena walls consist of cinder block wall and poured concrete. The east and west ends of the arena roof are metal gabled panels that are the same design as the roof. The proposed stairs to enter the ceiling attic will require foundation supports on the flat roof of the west side.

The age of the complex is approximated to be late 70's to early 80's

A visual inspection was conducted to assess for thermostatic controls and for older fixtures, none were found. The lighting from the arena ceiling consists of numerous fluorescent fixture of a newer style. The exterior and interior was inspected for chemical and combustible materials, none were found. A visual inspection was performed for evidence of rodent activity and mold contamination. No mold or mouse droppings were found in the building however mouse traps were noted.

Sixteen bulk samples of material were collected for asbestos identification ranging from mortar, insulation, plaster and felt. Multiple drilled holes into the cinder block walls were taken on all perimeter walls. **NO analyzed samples were found to be asbestos containing. Only drilled samples from the north exterior wall were found to contain vermiculite insulation.** All other walls were empty. From a multitude of previous samples and analysis, it is the writer's

assessment that all vermiculite insulation in the Kootenay's will be positive for asbestos. Moderate risk controls will be required for drilling into the block walls containing vermiculite insulation.

Three interior paint samples from the walls and roof surface were taken which included a SW sample of yellow paint on the wood trim at the top of the block walls, a SW ceiling sample of green sealant located on the last row of bolts adjacent to the wall, and a yellow paint sample on the north cinder block wall. All three paint samples were found to **exceed the Health Canada criteria of 90 ppm to be considered lead containing (260, 500 and 1200 ppm respectively).**

The materials removed are low in lead content and historically does not generate leachable levels that exceed the Ministry of Environment levels. The main requirement during surface preparation is to ensure that the methods to prepare the surface utilizes a source capture system with a high efficiency filtering unit. Manual scraping with water misting is another option. On site capture and collection of sanded surface material will be required to minimize environmental and worker exposure.

Analytical method

Samples for asbestos identification were analyzed by EMSL in Calgary, Alberta in accordance with the EPA 600R-93/116 Bulk Sampling Analytical Method using polarized light microscopy and dispersion staining techniques. The detection limit of this method is listed as < 1%. A copy of the asbestos bulk sample results is attached for your information and records. EMSL is an NVLAP and CALA accredited lab (NVLAP and CALA Lab # 185672) for bulk asbestos identification. The lab will retain the samples for a period of one month.

Samples for lead in paint were sent to EMSL Calgary for analytical analysis using FLAA (flame ionization atomic absorption spectroscopy) analysis following EPA test method 7000B using 3050 modified hot block digestion). They are an accredited lab by the American Association for Laboratory Accreditation (AALA # 2845.08).

Hazardous materials survey results

Asbestos containing: All samples noted in the table below that are bolded were identified as asbestos containing. The positive samples are noted below and include:

Sample # & Location	Material	Condition	Concentration
17: North wall in cinderblock	Vermiculite insulation	Good	Trace tremolite

Lead containing: All samples noted in the table below that are bolded were identified as being lead containing. All paint samples were found to be above the 90 ppm Health Canada criteria considered to be lead containing. Dust control measures are required to capture all materials removed from the resurfacing operation along with appropriate PPE for resurfacing workers. The positive samples are bolded below and include:

(Sample A) interior SW wall on wood trim, yellow paint (260 ppm)

(Sample B) interior arena roof SW corner, green sealant (500 ppm)

(Sample C) interior arena north cinderblock wall, yellow paint (1200 ppm)

Note: The vertical exterior walls were observed to be original zinc coated panels. No grey paint (contains ~350 ppm lead) was observed from the initial observation

Health Canada noted that paint is considered lead containing if the concentration is greater than 90 ppm. This low level is to address the at risk population of children and pregnant women. Levels at 600 ppm in paint can result in exposures approaching 50% of the permissible exposure limit if poor removal procedures are used.

The survey identified the following:

Hazardous Material	Type, Location and (action to take)
Asbestos (chrysotile)	(Sample 17) arena north cinderblock wall, north wall west (trace tremolite asbestos, moderate risk abatement. Note: Only exterior walls were found to be filled with vermiculite asbestos.
Lead	(Sample A, B, C) yellow paint on wood trim SW corner top; green sealant SW corner on ceiling bolts; and yellow paint on north cinderblock wall @ 260, 500 and 1200 ppm respectively). Any method used to abrade or damage the painted areas (e.g.: abrasive blasting or power sanding) must be captured at source utilizing a HEPA vacuum system or equivalent. All workers must wear appropriate PPE, including coveralls, gloves and respiratory protection)
Mercury	Fluorescent lights containing mercury were found in the interior arena ceiling. (No action required prior to renovation)
PCB's	All fluorescent fixtures are of a newer vintage and would not be containing PCB's (No action required prior to renovation)
Rodent and Mold	Rodent droppings or mold were not found in the arena however mouse traps were observed (No action is required prior to renovation)
Silica	All concrete products will have silica. (It is anticipated that concrete products will be contacted during the renovation work. If this may happen then, use dust controls with P100 respiratory protection if dust is generated during renovation activities)

Radioactive products	No radioactive sources were located in the area designated for renovation. (No action is needed.)
Ozone depleting products	No ozone depleting products were found in the designated renovation area. (No action is required)
Flammable and WHMIS products	No flammable, consumer or WHMIS products were found in the renovation area (No action is required.)

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

1.0 INTRODUCTION

Western Canada Safety Services Ltd. was retained by Jeannine Bradley, Project Manager for the Regional District of Central Kootenay to conduct a hazardous materials survey of the Castlegar & Regional District arena ceiling located at 2101 6th Avenue, Castlegar, BC as per WorksafeBC requirements. The arena ceiling is scheduled for a surface upgrade with additional insulation to be added in the ceiling attic. Due to the difficulties accessing the ceiling attic an exterior entry utilizing stairs from the west flat roof through the gable will also be included in the renovation work. All hazardous materials are required to be identified and removed or controlled prior to or during commencement of resurfacing activities.

The arena ceiling covers approximately 24,000 sq. ft of surface. The roof design is a curved metal roof design utilizing panels of corrugated sheet metal formed into two wavelengths of a secondary sinusoidal curve across the width of the panel. Each panel overlaps the next panel. Since the exterior roof seams were found to contain a putty containing 7% chrysotile, it is assumed that the interior panel seams would also be sealed with the same putty. The entire panel is also bolted to the framing of the arena and cross braced in the ceiling attic. The ceiling attic contains loose fill pink glass fiber insulation. The space between the vertical cinderblock walls and the metal ceiling panels is filled with sprayed in insulation over Styrofoam panels. The location where the proposed stairs are to be installed will be on the west flat roof which has roll on roofing.

The age of the complex is approximated to be late 70's to early 80's.

Sixteen samples were collected for asbestos identification including plaster, mortar, felt/tar and insulation. Numerous drilled holes were made in all of the perimeter walls in the arena. Only one source of asbestos-containing building material (vermiculite insulation in cinderblock) was identified as asbestos containing (exterior north wall). The writer is

assuming the vermiculite insulation will be positive for trace levels of asbestos since numerous prior samples within the Kootenay region for vermiculite analysis were all found to be positive. No other suspect materials were identified.

A visual inspection was conducted to assess for mercury containing materials such as thermostatic controls and light units and for PCB containing materials from older light fixtures. Interior fluorescent light fixtures were observed throughout the arena ceiling. The fixtures are all newer styles and as such PCB's would not be a concern.

The interior was inspected for chemical, combustible material, consumer and WHMIS controlled products. None were found in the proposed renovation area.

Three interior samples were taken for lead identification; from the SW corner wood trim on the top of the block wall (yellow paint); from the SW corner ceiling on the last bolts adjacent to the wall (green sealant); and on the north wall, middle location on cinderblock (yellow paint over red paint). All three samples (260, 500, and 1200 ppm respectively) exceeded the 90 ppm criteria deemed to be lead containing. No samples were submitted for lead leachate analysis since the substrate materials are to remain and any materials removed will be minimal in weight. The material removed from the resurfacing process is low in lead content and historically does not generate leachable levels that exceed the Ministry of Environment levels. The main requirement during surface preparation is to ensure that the method to prepare the surface utilizes a source capture system.

A visual inspection was performed for evidence of rodent activity and mold contamination. No mouse droppings were found however mouse traps were observed. No mold was visually observed.

All concrete products will contain silica and any disturbance of concrete surfaces will release respirable silica. As such controls to capture silica release is required along with appropriate ppe.

All accessible areas of the arena ceiling and walls including the exterior west flat roof, where proposed renovations are to occur, were inspected for the presence of asbestos containing materials, mould, rodent droppings, lead, radioactive materials, ozone depleting compounds, mercury, PCB's, silica, flammable and WHMIS controlled/consumer products.

Observations were made to determine the presence of products containing mercury, PCB's, radioactive material, ozone depleting material, silica, mold, rodent droppings, flammables, WHMIS controlled products and any other materials that may be impacted by the work.

WorksafeBC regulations require that all hazardous materials including asbestos be removed or controlled prior to any renovation or restoration activity. Removal of hazardous materials must be undertaken by a qualified contractor employing safe work procedures in accordance with WorksafeBC guidelines. If materials are encountered during these activities that differ from, or are in addition to those described in this report, then work must stop until the material content can be determined and appropriate precautionary measures employed to protect workers and others at or near the worksite.

Hazardous materials identification is listed in Table 1 below. Bolded indicate a positive result or required action.

Asbestos survey sample results

Sample # & Location	Material	Condition	Concentration
17: Arena north cinderblock wall (drilled sample)	Vermiculite insulation	Good	Trace tremolite

Table 1: Hazardous materials survey results

Hazardous Material	Type, Location and (action to take)
Asbestos (chrysotile)	(Sample 17) vermiculite insulation from interior of cinderblock north exterior wall, moderate risk abatement.
Lead	(Sample A,B,C) SW corner on wood trim at wall/ceiling interface (yellow paint); SW corner ceiling on last bolts adjacent to wall (green sealant); and north wall middle area on cinderblock (yellow over red paint) (260, 500 & 1200 ppm), (All surface preparation work utilizing abrasive blasting or sanding applications to remove materials, etc. must utilize HEPA filtering capture systems at source to prevent environmental and worker exposure. Any restoration workers must use respiratory protection, gloves, coveralls and hand washing when contacting this product).
Mercury	Ceiling fluorescent light fixtures containing mercury were found. (No action required prior to renovation work)
PCB's	No PCB from old fixtures were found (No action required prior to renovation)
Rodent and Mold	Rodent droppings or mold were not seen; however, mouse traps were noted (No action is required prior to renovation)
Silica	All concrete products will have silica. Contact with silica containing materials is expected (Use dust controls with the use of P100 respiratory protection if such dust is generated during restoration activities)

Radioactive products	Np radioactive devices were found in this area. (No action is needed.)
Ozone depleting products	No ozone depleting devices were found in this area (No action is required)
Flammable and WHMIS products	No flammable, combustible, consumer product and/or WHMIS controlled product were found in the area. (No action is required.)

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

2.0 REGULATORY CRITERIA

As per WorksafeBC requirements, the structure was surveyed for the presence of several different types of hazardous materials including:

Asbestos

Lead

Mercury and PCB's

Ozone depleting compounds

Radioactive materials

Rodent droppings and Mould

Silica

Flammable and WHMIS controlled products

2.1 ASBESTOS

Projects that will result in the disturbance of asbestos-containing materials (ACM) must satisfy WorksafeBC regulations and conform to the guidance document "Safe Work Practices for Handling Asbestos" and the guidelines. WorksafeBC's occupational health and safety regulation defines an asbestos containing material as "any manufactured article or other material which contains 0.5% or more by weight at the time of the manufacture or which contains 0.5% or more asbestos as determined by:

Test Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116, dated July 1993), published by the United States Environmental Protection Agency (EPA),

The asbestos material can also be categorized as friable and non-friable. Friable asbestos means any material which, when dry, can easily be crumbled or powdered by hand pressure, or a material that is crumbled or powdered as defined under the Occupational Health and Safety Regulations. The condition of the asbestos and classifications would be used in assessing the level of action required with respect to abatement methods.

Worker exposure to asbestos fibers is also regulated by the Occupational Health and Safety regulation (OSHR). The WorksafeBC 8-hour exposure TWA (time weighted average) for all forms of asbestos is 0.1 fibers/cm³. Exposure to these substances must be kept as close to zero as reasonably practicable.

Bulk samples are collected in accordance with NIOSH Analytical Method 9002 and the WorksafeBC guideline document, "Safe Work Practices for Handling Asbestos".

Asbestos is designated as an ALARA substance whereby worker exposure to this product must be kept "as low as reasonably achievable". Employers are required under section 5.54 (Exposure control plan) of the occupational health and safety regulations (OHSR) to develop an exposure control plan (ECP) when worker exposures are or may be exposed to airborne concentrations of this material in excess of 50% of the exposure limit.

2.2 LEAD

Lead is a hazardous substance and as such is regulated under the OHSR. Airborne exposure criteria, respirator requirements and mandatory worker testing requirements are outlined under this regulation. As with all other designated substances, all personnel working around or with such materials must be made aware of their presence and be supplied with training in the potential health effects and means of avoiding exposures.

Employers with workers who are at risk of exposure must have an exposure control plan (ECP) in place prior to allowing their workers to come into contact with this material.

Most structures built before 1950 have had lead-based paint applied to the interior or exterior surfaces. In most cases, lead paint of this era contained up to 40% lead by weight. Paints made between 1950-1978 typically had smaller quantities of lead with newer formulations containing much less lead. Products purchased post 2004 were required to have lead levels below 90 ppm.

Lead is designated as an ALARA substance so exposures must be kept as low as reasonably achievable. Employers are required under section 5.54 (Exposure control plan) of the occupational health and safety regulations (OHSR) to develop an exposure control plan (ECP) when worker exposures are or may be in excess of 50% of the exposure limit.

The ministry of environment requires lead containing materials be assessed for leachable lead content. Any levels that exceed the 5 mg/L level is considered leachable lead and must be treated as hazardous waste. No lead leachate analysis is required for the paint on metal surface. All metal surfaces are to remain. The material removed from the resurfacing process is low in lead content and historically does not generate leachable levels or concentrations that exceed the Ministry of Environment levels.

2.3 MERCURY AND PCB'S

Mercury is a hazardous substance and any maintenance or abatement involving materials containing mercury or mercury compounds must be done in accordance with the OHSR.

Mercury is designated as an ALARA substance whereby worker exposure to this product must be kept "as low as reasonably achievable. Employers are required under section 5.54 (Exposure control plan) of the occupational health and safety regulations (OHSR) to develop an exposure control plan (ECP) when worker exposures are or may be in excess of 50% of the exposure limit.

As a hazardous substance, transportation and disposal of this substance must be done in compliance with federal Transportation of Dangerous Goods Regulations and the BC Hazardous Waste Regulation. Mercury is found in thermostats, fluorescent bulbs, manometers and equipment such as electrical switches.

PCB's are both a human and environmental toxin. They remain in the system for long periods and break down slowly. PCB's are found in fluorescent light ballasts, air conditioner capacitors and circuit breakers.

2.4 OZONE DEPLETING SUBSTANCES

Chlorofluorocarbons (CFC's) are ozone depleting substances (ODS) and a type of halocarbon. ODS are regulated by the Canadian Environmental Protection Act under the Ozone Depleting Substances regulations and the Federal Halocarbon Regulations. CFC's are used in refrigeration systems. The regulations restrict their release into the environment.

In the case of demolition, these materials will require proper recovery and disposal.

2.5 RADIOACTIVE MATERIALS

Many structures contain smoke alarms which contain small sealed radioactive sources in the form of ²⁴¹Americium. The Nuclear Safety Commission (CNSC) and the Canadian Nuclear Safety Act regulate radioactive materials. These materials are sealed into a metal case within the smoke detector and must not be damaged or tampered with. Smoke detectors intended for disposal must be handled in accordance with CNSC regulations.

2.6 RODENT DROPPINGS AND MOULD

HANTAVIRUS:

Hantavirus is a virus associated with Hantavirus Pulmonary Syndrome, a disease caught through contact with the urine or droppings, or by being bitten or scratched by infected rodents. The disease starts off like a cold or flu (fever, sore muscles, headaches, nausea, vomiting), but progresses to pneumonia like conditions within a few days. The change in intensity of the symptoms is very rapid and can result in fluid build-up in the lungs and respiratory failure.

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

MOULD:

Within the BC OHSR, there are no established permissible exposure limits for mold spores in air. This means that there are no published concentrations above which worker exposure is deemed to be hazardous and under which workers would not need respiratory protection. WorksafeBC does, however, provide guidance on protocols for protecting workers from hazards of airborne mold and bacteria within the sections of the regulation guidelines addressing indoor air quality.

Various other guidelines are provided for addressing mold in Canada which includes:

The Institute of Inspection, Cleaning and restoration and Certification (IICRC) standard S50 governing both water damage restoration and titled: Standard for Professional Water Damage Restoration-S500. This document is approved by the American National Standards institute (ANSI)

Health Canada: Fungal Contamination in Public Structures: A guide to recognition and management 1995

Health Canada: Fungal Contamination in Public Structures: Health Effects and Investigation methods, 2004

These guidelines also state that any no-porous (metal, glass and hard plastics) and semi porous (wood and concrete) materials that are structurally sound and visibly moldy can be cleaned and reused. However, porous materials such as ceiling tiles, wallpaper, insulation, drywall and sometimes carpets with more than a small area of contamination should be removed and discarded.

2.7 SILICA

Silica is a hazardous substance and as such is regulated under the OHSR. Airborne exposure criteria, respirator requirements and mandatory worker testing requirements are outlined under this regulation. As with all other designated substances, all personnel working around or with such materials must be made aware of their presence and be supplied with training in the potential health effects and means of avoiding exposures.

Employers with workers who are at risk of exposure must have an exposure control plan (ECP) in place prior to allowing their workers to come into contact with this material.

Crystalline silica dust can cause a disabling, sometimes fatal disease called silicosis. The fine particles are deposited in the lungs, causing thickening and scarring of the lung tissue. The scar tissue restricts the flexibility of the lungs and the ability to extract oxygen from the air. This damage is permanent, but symptoms of the disease may not present itself until years after exposure.

Employers have an obligation to protect their workers from silica dust exposure on construction projects. Studies have shown that when common construction work tasks involving sanding, drilling, chipping, grinding, cutting, sawing, sweeping and blasting of concrete and concrete products are conducted without using dust control measures, workers are exposed to airborne silica concentrations at levels far above the occupational exposure limits.

Silica is designated as an ALARA substance whereby worker exposure to this product must be kept “as low as reasonably achievable. Employers are required under section 5.54 (Exposure control plan) of the occupational health and safety regulations (OHSR) to develop an exposure control plan (ECP) when worker exposures are or may be exposure to airborne concentrations of this material in excess of 50% of the exposure limit.

2.8 FLAMMABLE AND WHMIS CONTROLLED PRODUCTS

A hazardous materials survey requires that all flammable, combustible and WHMIS controlled products be identified and removed if they pose a risk to workers and to the environment. In this situation no products were found at the time of the survey. If such materials were found prior to renovation activity, these products must be removed.

3.0 FINDINGS & RECOMMENDATIONS

As per WorksafeBC requirements, the interior arena ceiling and walls along with the west flat roof were surveyed for the presence of several different types of hazardous materials including:

Asbestos
 Lead
 Mercury and PCB's
 Ozone depleting compounds
 Radioactive materials
 Rodent droppings and Mould
 Silica
 Flammable and WHMIS controlled products

A copy of the analytical report for bulk asbestos and lead identification is presented in Appendix 1.

3.1 ASBESTOS

Asbestos found in the following locations is identified below:

Sample # & Location	Material	Approximate quantity	Concentration
17: North cinderblock wall arena, interior of block	Vermiculite insulation	Exterior wall is approximated to be 240'x20' or 4800 square feet. All blocks are assumed to be containing. All other interior walls were found to be empty at the drilled sites, caution is still necessary.	Trace actinolite or tremolite

Note: Any additional suspect material encountered during renovation activities should be left undisturbed until testing determines the presence or absence of asbestos or other hazardous materials. In the event they are damaged or otherwise impacted, all work shall stop until appropriate control can be put in place to protect workers and the public.

Condition and accessibility: The insulation is contained in cinderblocks and is not readily accessible unless the blocks are drilled or broken. Hence, it is not readily accessible to contractors and staff. The material is deemed to be in good condition.

Sixteen samples were collected for asbestos identification and is listed in the table below.

BULK SAMPLES FOR ASBESTOS IDENTIFICATION

LOCATION	MATERIAL	CONDITION	FRIABILITY	CONCENTRATION
Sple 1: W. wall arena, top S. corner	Plaster	Good	Low	Non asbestos
Sple 2: W. wall arena S. corner by 1 st entry door	Plaster	Good	Low	Non asbestos
Sple 3: W. wall middle S. of bleachers	Plaster	Good	Low	Non asbestos
Sple 4: W. wall at north end	Plaster	Good	Low	Non asbestos
Sple 5: SW corner arena on cinderblock	Mortar	Good	Low	Non asbestos
Sple 6 : SE corner arena on cinderblock	Mortar	Good	Low	Non asbestos
Sple 7: NE corner arena on cinderblock	Mortar	Good	Low	Non asbestos
Sple 8: NW corner arena on cinderblock	Mortar	Good	Low	Non asbestos
Sple 9: west wall middle on cinderblock	Mortar	Good	Low	Non asbestos
Sple 10: West wall south wall/ceiling	Insulation	Good	Low	Non asbestos
Sple 11: South wall west wall/ceiling	Insulation	Good	Low	Non asbestos
Sple 12: South wall east wall/ceiling	Insulation	Good	Low	Non asbestos
Sple 13: West roof, bottom felt over ply	Felt	Good	Low	Non asbestos
Sple 14: Layer above bottom felt under foam insulation	Felt	Good	Low	Non asbestos
Sple 15: West roof top layer on foam insulation	Paper/tar	Good	Low	Non asbestos
Sple 16: West roof top roof layer	Roll on shingle	Good	Low	Non asbestos

3.2 LEAD

Three bulk samples of paint were taken at select sites on the interior of the arena ceiling and walls. All three paint samples exceeded the 90 ppm criteria deemed to be classified as lead containing.

Sample number and material	Location	Concentration (ppm)
A: Yellow paint	Arena west wall south on top 1"x2" board	260
B: Yellow paint	Arena north wall middle on cinderblock	1200
C: Green sealant	Arena S. wall ceiling on end bolts	500

No lead leachate analysis is required for the paint on metal surfaces. All metal surfaces are to remain. The material removed from the resurfacing process is low in lead content and historically does not generate leachable levels that exceed the Ministry of Environment levels. Any materials removed would be below the weight criteria that would warrant assessment. The main requirement during surface preparation is to ensure that the method to prepare the surface utilizes a source capture system with a high efficiency filtering unit.

3.3 MERCURY AND PCB'S

Numerous fluorescent fixtures containing mercury were found on the arena ceiling. The fixtures are newer so PCB's are not an issue. Caution is required when handling the fixtures.

3.4 OZONE DEPLETING COMPOUNDS

No ozone depleting devices were found in the arena where the proposed renovations are to take place.

3.5 RADIOACTIVE MATERIALS

No radioactive devices were found on the arena where the proposed renovations are to take place.

3.6 RODENT DROPPINGS AND MOULD

Rodent droppings and mold were not found in the arena at the time of the assessment; however, mouse traps were observed. If droppings are found, workers in the area should be wearing appropriate disposable respiratory protection during renovation or removal work. Appropriate safe work procedures in accordance with Hantavirus protocols should be utilized whenever handling or working around mouse droppings.

Mold was not found at the time of the survey. If mold is encountered during setup prior to renovation activities work should stop and a risk assessment per WorksafeBC Guidelines G4.79 (molds and indoor air quality) be conducted. P100 respiratory protection and wet misting for control of spores would be necessary for small surface contamination.

Table 1: Guide for Removing Visible Mould Growth in the Indoor Environment

Extent of Visible and Hidden Mould Growth (surface area)	Minimum Recommended PPE ¹	Control Measures to Prevent Dust or Spore Dispersion ²
Small Total surface area affected is less than 1 square meter (10 square feet)	N95 respirator or half facepiece respirator with HEPA filters, gloves, and goggles.	Isolation of the work area; wet wiping or misting of surfaces with water containing a surfactant (wetting agent); and the use of drop sheets to prevent dispersion of dust and spores. Material is removed with minimum of dust and spore dispersal and placed in a plastic bag and sealed.
Medium Total surface area affected is between 1 square meter and 10 square meters (10 square feet to 100 square feet)	N95 respirator or half facepiece respirator with HEPA filters, gloves, disposable coveralls, and goggles.	Limited containment: use polyethylene sheeting ceiling to floor around the affected area with a slit entry and covering flap. Maintain area under negative pressure with HEPA filtered negative air unit. Block supply and return air vents within the containment area.
Large Total surface area is greater than 10 square meters (100 square feet) or the potential for increased occupant or remediation exposure during remediation is estimated to be significant.	Full facepiece or powered air purifying respirator (PAPR) with HEPA filters, gloves, disposable coveralls (covering head and boots), and goggles.	Full containment: use of critical barriers. Maintain area under negative pressure with HEPA filtered fan unit exhausted outside the building. Block supply and return air vents within the containment area. Provide facilities and procedures for decontamination and personal hygiene.

3.7 SILICA

All concrete and concrete products are suspected of containing silica in crystalline form and non-crystalline forms. Many of the removal techniques (grinding, cutting, chipping, etc.) for these materials can generate high levels of crystalline silica in the air. Use wetting techniques and/or HEPA equipped extraction systems attached to drills and other power equipment where possible in order to decrease dust levels. Workers need to wear P100 respirators and coveralls during deconstruction activities.

3.8 FLAMMABLE AND WHMIS CONTROLLED PRODUCTS

There were no WHMIS controlled, consumer products or flammables in the area where renovations are to take place. If any such items are located within the proposed renovation area, these items must be removed before deconstruction commences, repurposed and/or recycled according to provincial regulations if disposal is to be utilized.

4.0 SUMMARY

Based on the previous stated findings, the recommendations are summarized below:

1. Provide copies of this report to site personnel, including contractors. A copy of the survey must be immediately available at the site whenever workers are present.
2. The contractor shall have an exposure control plan and safe work procedures in place for each hazardous substance identified in this report as part of the planned work.
3. Work must STOP if suspected materials are encountered during deconstruction activities. These suspect materials must be left undisturbed until testing determines the presence or absence of asbestos or other hazardous materials. In addition, work must also STOP in the event suspect materials are disturbed inadvertently.
5. If found, all WHMIS and consumer products must be removed, recycled or properly disposed of prior to any restoration activity.
6. The vermiculite insulation found on the exterior north wall will require moderate risk controls if the work activity warrants drilling or breakage of the cinderblocks. This method would also capture respirable silica. As such all workers involved with the abatement work must be equipped with dual cartridge half mask P100 respiratory protection along with disposable coveralls, gloves and CSA rated safety rubber boots. Proper decontamination protocols must be adhered to, to minimize any contact to exposed skin or via inhalation. The use of a HEPA vacuum preferably attached to a drill equipped with a collection device for contaminant capture is required to maintain low fiber and silica counts in the air during abatement and prior to any resurfacing work. An exposure control plan and safe work procedures will be required by the abatement firm.
7. Aggressive methods such as abrasive blasting and/or sanding for the removal process must utilize site capture with HEPA filter controls to minimize lead and respirable silica dust exposure.
8. During the removal of lead containing paint, all workers must be properly protected with coveralls, gloves, rubber boots, eye protection and dual cartridge P100 respiratory protection, in concert with this level of PPE, effective decontamination methods must be utilized whenever workers leave the work area.
10. Due to the physical hazards associated with this project, an effective fall protection plan MUST be implemented. Adherence to the hierarchy of controls is necessary. The exposed nature of the work within the arena ceiling attic may require a heat stress plan which will require a work rest regime.

11. The gabled ends are assumed to have putty as a sealant between the seams of the metal panels. This material contains 7% chrysotile asbestos and is considered non friable. If the end gable is to be cut to install an entry door to the ceiling attic, control measures must be in place to remove the material prior to cutting, where feasible. The gabled end was observed to be clear of the grey patch paint which contains approximately 350 ppm lead. If any such patch paint is found in the areas where renovation work is scheduled, then this material would need to be removed prior to commencement of the renovations.
12. The arena ceiling attic is a difficult area to maneuver in. Uneven surfaces and cross bracing pose a risk of slips and falls. Slow movements would lower this risk.
13. The size of the arena ceiling attic is quite large. When workers have to enter to add extra blown in insulation, communication may be difficult. An agreed method of communication will be required prior to entry.
14. The space is considered an enclosed space. The subcontractor will be required to have safe work procedures to address the inherent hazards inside of this space.
15. The arena ceiling attic space would be considered a low hazard atmosphere. However, once installation of blown in glass fiber occurs, it will greatly increase the risk of glass fiber exposure. This will require appropriate ppe to address the exposure. The applicator will normally address fiber release using a wetting agent during the spraying process. This will lower fiber concentrations but proper ppe will be essential. Overexposures can easily occur once, so effective respiratory protection, preferably full face to address eye protection or greater would be recommended. As well, a moderate physical risk hazard due to the slip and trip hazards needs addressing.

5.0 CLOSURE

This survey and assessment report has been prepared exclusively for the client and is intended to provide a delineation of the presence and condition of asbestos containing materials, lead and other hazardous materials as outlined from observations and samples. The conclusions and recommendations contained in this assessment report are based upon professional opinions with regard to the subject matter. These opinions are in accordance with accepted hygiene assessment standards and practices applicable to these locations. WCSSL received information from the project manager that was used for this evaluation. WCSSL utilized this information to quantify the number of samples needed to conduct an effective assessment. The data reported and the findings, observations and conclusions expressed in this report is intended for the exclusive use of the client to determine the likely locations of hazardous materials prior to the

proposed restoration of the building roof. This report is not a specification or scope of work and the use of this document as such will be at the sole risk of the user.

The contents of this report were based on a site visit conducted by Western Canada Safety Services Ltd. personnel. Please note that some asbestos products may not have been accessible on the day of our survey and therefore may remain unidentified. Should a suspect material be encountered, all work must be stopped and Western Canada Safety Services Ltd. will investigate immediately. If further clarification is required, please call our office.

Thank you for having Western Canada Safety Services Ltd. perform this work for you.

Sincerely,

Richard Forget

Richard Forget MSc (A), CIH, CRSP, Senior Industrial Hygienist

APPENDIX 1
ANALYTICAL REPORTS

**EMSL Canada Inc.**

416 Meridian Road SE, Building C Calgary, AB T2A 1X2

Tel/Fax: (403) 879-1149 / (403) 879-1152

<http://www.EMSL.com> / CalgaryLab@EMSL.com**EMSL Canada Order:** 652504101**Customer ID:** 55WCSS42**Customer PO:****Project ID:****Attention:** Richard Forget

Western Canada Safety Services Ltd.

3825 Highland Rd.

Cranbrook, BC V1C 6X7

Phone: (778) 517-2228**Fax:** (778) 517-2230**Received Date:** 04/04/2025 9:00 AM**Analysis Date:** 04/04/2025**Collected Date:** 04/02/2025**Project:** RDCK CASTLEGAR ARENA / 202504-01**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 652504101-0001	WEST WALL ARENA TOP SOUTH CORNER - PLASTER	Gray Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
2 652504101-0002	WEST WALL ARENA S CORNER BY 1ST ENTRY DOORS - PLASTER	Gray Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
3 652504101-0003	WEST WALL MIDDLE S OF BLEACHERS - PLASTER	Gray Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
4 652504101-0004	WEST WALL @ N. END BY ZAMBONI ENTRY - PLASTER	Gray Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
5 652504101-0005	SW CORNER ARENA ON CINDER BLOCK - MORTAR	Brown Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
6 652504101-0006	SE CORNER ARENA ON CINDER BLOCK - MORTAR	Brown Non-Fibrous Homogeneous		15% Quartz 2% Mica 83% Non-fibrous (Other)	None Detected
7 652504101-0007	NE CORNER ARENA ON CINDER BLOCK - MORTAR	Brown Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
8 652504101-0008	NW CORNER ARENA ON CINDER BLOCK - MORTAR	Brown Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
9 652504101-0009	WEST WALL MIDDLE ON CINDER BLOCK - MORTAR	Brown Non-Fibrous Homogeneous		20% Quartz 2% Mica 78% Non-fibrous (Other)	None Detected
10 652504101-0010	WEST WALL SOUTH WALL + CEILING - INSULATION	Gray Fibrous Homogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
11 652504101-0011	S WALL WEST: WALL + CEILING - INSULATION	Gray Fibrous Homogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
12 652504101-0012	S WALL EAST: WALL + CEILING - INSULATION	Gray Fibrous Homogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
13 652504101-0013	S ROOF BOTTOM FELT OVER PLY - FELT	Black Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
14 - Tar / Felt 652504101-0014	LAYER ABOVE BOTTOM FELT @ BOTTOM OF FOAM INSULATION - FELT	Black Fibrous Homogeneous	40% Cellulose 5% Glass	55% Non-fibrous (Other)	None Detected

Inseparable layers combined prior to analysis.

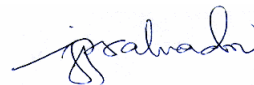
Initial report from: 04/07/2025 09:15:27

**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
15 - Tar / Felt	S ROOF TOP LAYER	Black	40% Cellulose	55% Non-fibrous (Other)	None Detected
652504101-0015	ABOVE FOAM	Fibrous	5% Glass		
	INSULATION -	Homogeneous			
	PAPER				
<i>Inseparable layers combined prior to analysis.</i>					
16	S ROOF TOP ROLL	Black	10% Synthetic	87% Non-fibrous (Other)	None Detected
	ON ROOF SHINGLE	Non-Fibrous	3% Glass		
652504101-0016	- ROLL ON ROOF	Homogeneous			

Analyst(s)

Alexandra Carlson (13)
Jeremy Mildenberger (3)



Jefferson Salvador, Laboratory Manager
or Other Approved Signatory

Attn: **Richard Forget**
Western Canada Safety Services Ltd.
3825 Highland Rd.
Cranbrook, BC V1C 6X7

EMSL Canada Or 652504102
CustomerID: 55WCSS42
CustomerPO:
ProjectID:

Project: **RDCK Castlegar arena**

Phone: (778) 517-2228
Fax: (778) 517-2230
Received: 4/4/2025 09:00 AM
Collection: 4/2/2025

Test Report: Lead in Paint Chips by Flame AAS (SW 8463050B/7000B)*

Client Sample Description	Lab ID	Collected	Analyzed	Weight	Lead Concentration
A	652504102-0001	4/2/2025	4/4/2025	0.2627 g	260 ppm
Site: W WALL SOUTH ON TOP 1X2 BOARD Desc: YELLOW PAINT					
B	652504102-0002	4/2/2025	4/4/2025	0.2569 g	1200 ppm
Site: N WALL MIDDLE ON CINDERBLOCK Desc: YELLOW PAINT					
C	652504102-0003	4/2/2025	4/4/2025	0.1318 g	500 ppm
Site: S WALL CEILING SEALANT ON END BOLTS Desc: GREEN PAINT					



Jefferson Salvador, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. * Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.0064% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Canada Inc. Calgary, AB CALA Accreditation #A3942

Initial report from 04/04/2025 17:07:38

Tes

APPENDIX 2: SCHEMATIC FLOOR PLANS SHOWING SAMPLE SITE LOCATIONS

Asbestos identification samples are either identified with:

A red perimeter for non-asbestos



A solid red for a positive result.



Positive asbestos samples are coloured with red

Lead identification samples are either identified with:

A blue perimeter for non or low positive lead



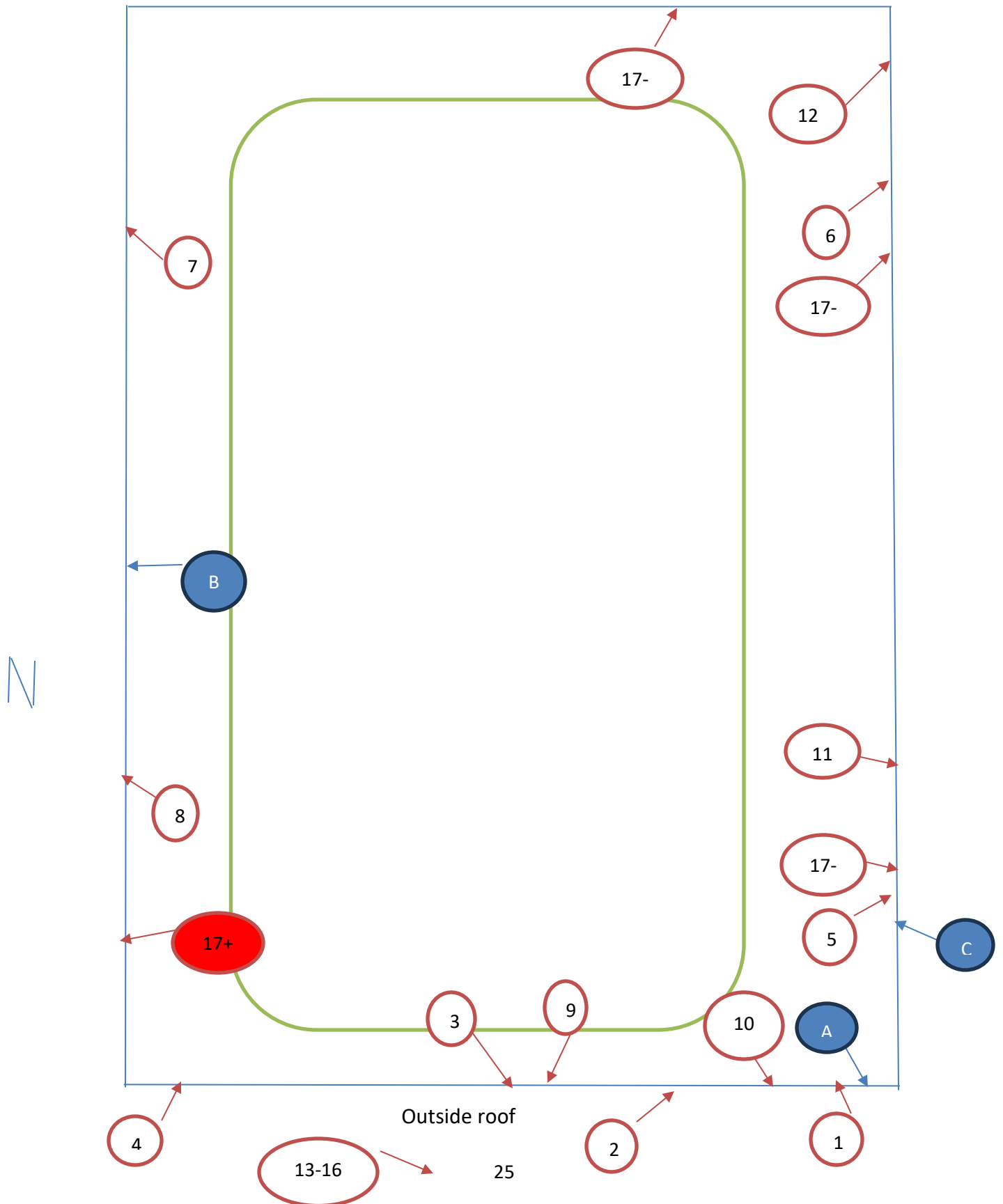
A solid blue for positive leads



Positive lead samples are coloured with blue

ARENA interior

Machine room



APPENDIX 3:
PICTURES OF SAMPLE SITE LOCATIONS

Positive results are bolded

ASBESTOS SAMPLE SITE LOCATIONS (Bolded is positive for asbestos)



Sample 1: Plaster; west wall arena top south corner



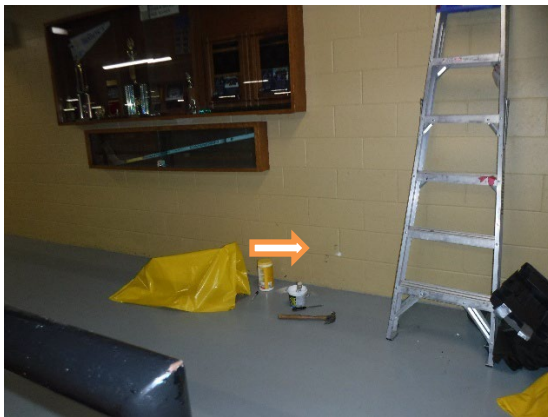
Sample 2: Plaster; west wall arena by first entry doors



Sample 3: Plaster; west wall arena, middle south of bleachers



Sample 4: Plaster; west wall at north end by Zamboni exit door



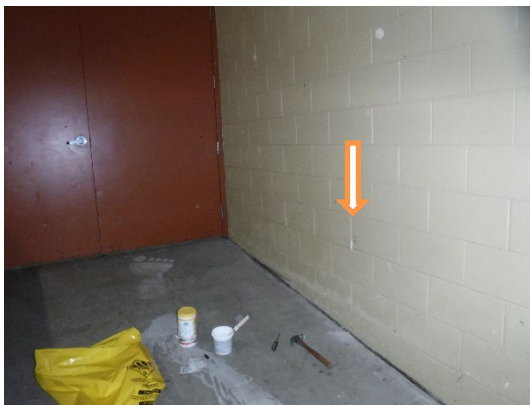
Sample 5: Mortar; SW corner arena on cinderblock



Sample 6: Mortar; SE corner arena on cinderblock



Sample 7: Mortar; NE corner arena on cinderblock



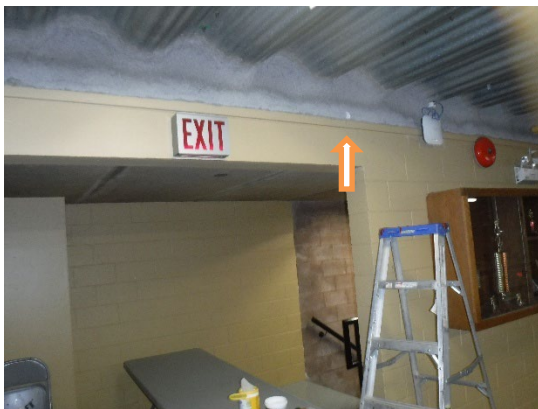
Sample 8: Mortar; NW corner arena on cinderblock



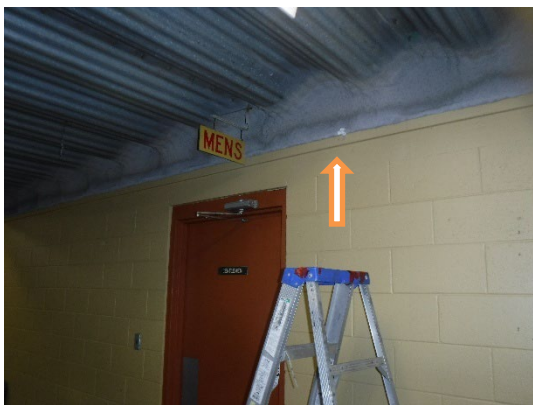
Sample 9: Mortar; west wall middle on cinderblock



Sample 10: insulation; west wall south between wall/ceiling



Sample 11: insulation; South wall west between wall/ceiling



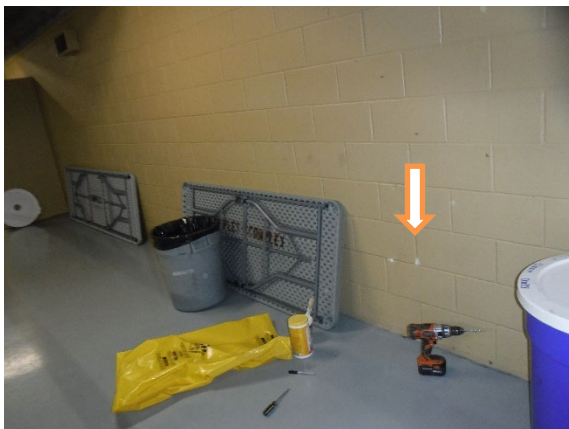
Sample 12: insulation; South wall east between wall/ceiling



Sample 13-16: South roof bottom felt over ply (13); South roof layer above bottom felt at bottom of foam insulation (14); South roof top layer above foam insulation (15); South roof top roll on roof shingle (16)



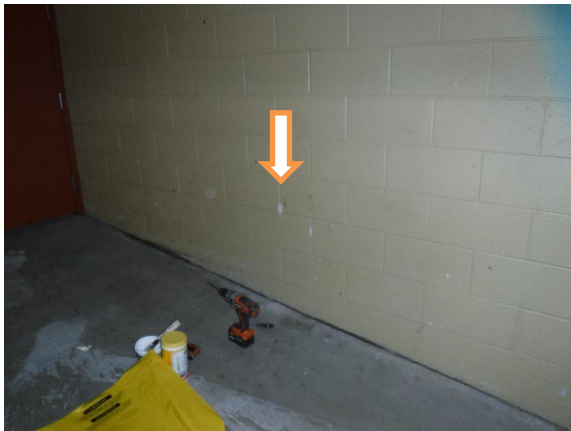
Sample 17: drilled hole in cinderblock SW corner (empty)



Sample 17: drilled hole in cinderblock SE corner (empty)



Sample 17: drilled hole, east wall south end in cinderblock (empty)



Sample 17: drilled hole. North wall west end in cinderblock (full of vermiculite insulation)



Sample 17: drilled hole west wall by bleachers in cinderblock wall (empty)

LEAD SAMPLE SITE LOCATIONS (Bolded is positive for lead)



Sample A: Yellow paint; west wall south on 1"x2" board (260 ppm)



Sample B: Yellow paint over red paint; north wall middle of wall (1200 ppm)



Sample C: Green sealant; south wall west on metal ceiling around last bolt adjacent to wall (500 ppm)

REPORT ON

ASBESTOS IDENTIFICATION AND ASSESSMENT

AT THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S

CASTLEGAR & DISTRICT COMMUNITY COMPLEX

Submitted to:

RDCK

2101 SIXTH AVENUE

CASTLEGAR, BC V1N3B2

NOVEMBER 9, 2013

November 9, 2013

Project 2013-0019

EXECUTIVE SUMMARY

The Regional District of Central Kootenay retained Western Canada Safety Services Ltd. to conduct an asbestos assessment of the Castlegar & District Community Complex located at 2101 Sixth Avenue, Castlegar, BC V1N3B2.

Richard Forget conducted the assessment on October 16, 2013, and was provided assistance and information from Jim Crockett, Manager of Recreation plus the site maintenance staff. Mr. Crockett was able to tour the site and supply detailed information on the upgrades and renovations that had occurred at the complex. This information was used to identify areas which would not warrant bulk sampling. The period where asbestos was removed as a construction material was 1989-1990.

I reviewed documentation which included a site schematic plan plus information on one positive sample containing Zonolite insulation (cement block insulation).

Bulk sampling was conducted at various locations in the complex to confirm if the material contained friable or non-friable asbestos containing material (ACM). Visual and physical assessment was also used to confirm if the material in question was non asbestos.

Friable ACM is the material of greatest concern since it can readily release asbestos fibres into the air. Non friable material can become friable by mechanical abrasion, crushing and cutting. Friable is defined by regulation as dry material that can be crumbled, pulverized or powdered by mere hand pressure and includes material that is already crumbled, pulverized or powdered. According to the regulation, asbestos is defined as any of the following six mineral fibrous silicates: actinolite; amosite; anthophyllite; chrysotile; crocidolite; and tremolite. The regulation classifies an asbestos product as one that contains asbestos in the amount of 0.5% or greater by dry weight.

A preliminary site inspection was conducted on May 31, 2013 to determine the type of materials used during construction. Based on the preliminary inspection, representative bulk samples were collected from the following suspect materials:

- Ceiling tile;
- Floor tile (12"x12") and mastic (glue);
- Piping insulation;
- Pipe elbow mud;
- Drywall mud;
- Floor grout;
- Textured ceiling coat;
- Sheet vinyl flooring and mastic;
- Stucco and;
- Pipe wrap

Analytical results indicated that asbestos was detected in the following materials:

Sample location	Asbestos type and concentration
G.B.'s office blue floor tile	Chrysotile-1%
G.B.'s office blue floor tile under rug- black mastic	Chrysotile-1%
Main Kitchen white floor tile- black mastic	Chrysotile- 1%
Main Kitchen dry goods floor grey floor tile	Chrysotile-1%
Main kitchen dry goods floor, grey floor tile- black mastic	Chrysotile-1%
Main kitchen dry goods floor, blue floor tile	Chrysotile-1%
Main kitchen dry goods floor, blue vinyl tile- black mastic	Chrysotile-1%
Main kitchen dry good room, dry wall mud	Chrysotile-2%
Maintenance foreman's office washroom, drywall mud	Chrysotile-2%

There is recent information that confirms the zonolite insulation in the block walls does contain actinolite asbestos. Also there are a number of locations in the original section of the complex that has Atlas cement drain pipe (installation date ~ mid 1970's). This was not possible to sample due to the potential for damaging the integrity of the pipe. Many cement pipe suppliers including Atlas manufactured asbestos containing cement pipe. This information is not readily available and must be assumed to contain asbestos.

Results also indicated that asbestos was not detected in the remaining samples collected for this assessment.

Since ACM was identified in the building, the owner is required by regulation, to manage asbestos at the site. An asbestos exposure control plan is the template to manage asbestos containing material.

ACTIVITIES PRESENTLY IN PLACE

To support the ongoing management of asbestos containing material, RDCK had requested Western Canada Safety Services Ltd. to assess this site for asbestos containing material and to identify if the material is non-friable or friable.

This is a major first step in implementing an asbestos exposure control plan.

SUGGESTED CORRECTIVE MEASURES

During the site inspection and document review a number of items were noted which should be acted on and incorporated in an Asbestos Management Program. They include:

- a) labeling/identification of ACM
- b) training of staff who may deal with ACM issues,
- c) asbestos awareness training of staff who do not deal with ACM issues,

- d) implementing an inspection process to ensure that all damaged or exposed ACM is either removed, encapsulated or enclosed,
- e) notification of asbestos containing locations to contractors who may contact this material with an abatement process to eliminate this material prior to any renovation work,
- f) updating all abatement activities in the asbestos management program manual,
- g) document and investigate all actions that result in damage and repair to ACM, with recommendations to eliminate or minimize a reoccurrence,
- h) ensure that an annual review of the program is conducted and documented.

Further detailed discussion of the above noted bullets with suggested actions will be addressed in the “Summary and Recommendations” section part 5.2.

Note: There may be locations in the complex that were not readily accessible (i.e. behind partitions, etc). If any renovation work encounters this type of material, you must treat it as asbestos containing until it is confirmed otherwise.

As a precaution, it is essential to assume that all suspect material be considered as ACM unless proven otherwise.

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1.0 INTRODUCTION

The Regional District of Central Kootenay retained Western Canada Safety Services Ltd. to conduct an asbestos assessment at the Castlegar & District Community Complex located at 2101 Sixth Avenue, Castlegar, BC. The purpose of the site visit was to:

- identify asbestos containing materials,
- provide a record of locations,
- assess the existing ACM on site,
- prioritize the ACM on site for the degree of risk,
- review the existing documentation pertaining to asbestos and to upgrade the existing asbestos management program manual if one existed and
- to offer suggestions to improve the program.

Richard Forget from Western Canada Safety Services Ltd. conducted the review and assessment on October 16, 2013 and was provided assistance and detailed information of additions and renovation dates from Jim Crockett, Manager of Recreation and the resident maintenance staff at the complex. Available floor plans were provided by Mr. Crockett.

2.0 METHODS AND MATERIALS

Richard Forget initially reviewed all available existing documentation pertaining to asbestos. An initial walk through survey of the complex was undertaken prior to conducting the asbestos assessment. The purpose of the walkthrough survey was to assess the condition of potential asbestos containing material (ACM) and to identify suspect materials.

Each area was photographed and categorized.

The current asbestos regulation, 6.4 stipulates that an inventory of all ACM present in the workplace is prepared and kept current. Regulation 20.112 references three industry standards that provides guidance on the number of samples to be collected per homogeneous material. In general three bulk samples per homogeneous material is a good guideline. Someone experienced in asbestos assessments may opt for a reduced sample count based on experience. Three non-detect sample results per homogeneous material are required to classify a material as a non-asbestos product. Only one positive sample is required to classify a homogeneous material as an asbestos product. An asbestos product is defined as a material that contains asbestos at 0.5% or greater, by dry weight.

On occasion, a single sample of a material is collected to confirm that the material is not an asbestos product. Based on experience, (1) an examination of the material indicates that the composition of the material is non-asbestos such as cellulose in ceiling tile, or (2) a newly installed material is not expected to contain asbestos, such as drywall joint compound.

Asbestos can be present in numerous building materials. Based on the initial walkthrough survey, bulk samples for the determination of asbestos content were collected from ceiling tile, sheet vinyl flooring, flooring tile, pipe insulation, floor grout, pipe elbow mud, mastic, textured ceiling coat, stucco, thermal insulation, dry wall mud and pipe wrap.

Bulk samples of selected material were collected to represent the full thickness of the material, then placed in clean zip-lock baggies and labeled. The collection instrument was cleaned between samples to prevent cross contamination. Samples were submitted to Pacific Environmental Consulting's laboratory, an American Industrial Hygiene Association (AIHA) accredited laboratory in asbestos analysis (AIHA BAPAT lab # 185672). The samples were analyzed by polarized light microscopy (PLM) and dispersion staining techniques in accordance with NIOSH method 9002- Asbestos bulk by PLM. A result of 'Asbestos-not detected'- means no asbestos fibres were detected; when asbestos is detected, the minimum quantitation limit is 1%; levels of asbestos present but below 1% based on visual estimation will be described as trace. This method is one that is recognized as acceptable by Worksafebc for asbestos bulk analysis. The analytical limit of detection for this method is 1%; therefore, results reported at less than 1% can be subjected to additional analysis by point counting or TEM (transmission electronic microscopy) to determine if it is above 0.5% or assumed to be an asbestos product.

3.0 RESULTS AND DISCUSSION

Bulk sample locations and results are provided in Table 1. Laboratory reports are presented in Appendix A. Site photographs, illustrate site conditions. They are presented in Appendix B. ACM bulk sample locations are shown on the site schematic plan and are presented in Appendix C.

3.1 Materials Sampled

Bulk samples of suspect materials were collected from the following listed materials.

Community complex

- Pipe insulation
- Drywall mud
- Stucco
- Ceiling tile
- Sheet vinyl flooring
- Vinyl floor tile
- Black mastic
- Pipe wrap
- Pipe elbow mud
- Floor grout and
- Textured ceiling coat

3.2 Asbestos Materials Identified

Community Complex

No samples were collected on the Zonolite block wall insulation (already identified) or from the cement drain pipes (not possible to obtain sample without damaging the integrity of the pipe).

Table 1: Sample Location, Asbestos Type & Percent

Analytical results indicate that asbestos was detected in the following materials:

Sample location	Asbestos type and concentration
G.B.'s office blue floor tile under rug	Chrysotile-1%
G.B.'s office blue floor tile under rug- black mastic	Chrysotile-1%
Main Kitchen white floor tile- black mastic	Chrysotile-1%
Main Kitchen dry goods floor- grey floor tile	Chrysotile-1%
Main kitchen dry goods floor, grey floor tile- black mastic	Chrysotile-1%
Main kitchen dry goods floor, blue floor tile	Chrysotile-1%
Main kitchen dry goods floor, blue floor tile- black mastic	Chrysotile-1%
Main kitchen dry goods room, dry wall mud	Chrysotile-2%
Maintenance foreman's office washroom, drywall mud	Chrysotile-2%

Work Precautions

All other sample locations were identified as non-asbestos containing. Much of the site assessment was based on the detailed knowledge of staff regarding the site renovations and additions. Products installed from 1989-1990 onwards would not be asbestos containing.

The Zonolite insulation material contained in the block walls was identified as positive for actinolite asbestos. All block walls should be considered to contain Zonolite insulation so appropriate precautions when drilling or renovating such sites must be performed under moderate risk procedures.

The concrete drain pipes (Atlas 3000 13 type1) found in the ceiling spaces of the meeting/banquet rooms is suspected to contain chrysotile asbestos. A sample was not possible due to the potential for damage to the pipe structure.

All sample sites were readily accessible. Be aware that there may be spaces not accessible which may have an asbestos containing material. If staff or contractors encounter such an area they should consider it as asbestos containing until it is proven otherwise.

3.3 Non Asbestos Sites

Information derived from staff that have been with the complex from the initial development have identified the upgrades throughout the complex. The sites identified include:

- Banquet hall, meeting rooms, storage and hall upgraded post 1990; walls, ceiling, floor;
- Seniors centre/Seniors lounge upgraded post 1990;
- Main entrance and offices upgraded post 1990;
- Piping all fiberglass insulation;
- Arena North built structures built post 1990;
- Compressor room all upgraded post 1990;
- Pipes under arena, no insulation;
- Dressing room hallway, new flooring, doors mortared, post 1990;
- Dressing rooms shower tiling upgraded post 1990;
- Dressing room flooring upgraded post 1990;
- AV, IT and ticket booth upgraded post 1990;
- Pool and associated structures built 1990, insulation all fiberglass;
- Roofing all replaced upgraded post 1990.

Areas not listed above were assessed.

4.0 ACM LOCATIONS:

The following section presents the locations of asbestos containing material (ACM) and condition observed at the time of the assessment.

4.1 G.B.'s office**4.1.1: Blue floor tile**

Condition: The 12 x 12 floor tiles are in good shape. The majority of tiles are intact.

Accessibility: This area is routinely walked on by kitchen staff. They are readily accessible. The tiles are intact.

Friability: The floor tiles are not friable.

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.1.2: Mastic under floor tile under rug

Condition: The ACM is in good condition.

Accessibility: The area is low activity and the mastic is covered with two layers of material and is not easily accessible

Friability: This material is not friable

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.2: Main Kitchen

4.2.1: White floor tile-black mastic

Condition: The black mastic is contained under white 12 x 12 floor tiles. The majority of tiles are intact

Accessibility: This area is readily accessible by kitchen staff but the mastic is covered under intact tile

Friability: The mastic is not friable

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.2.2: Grey floor tile

Condition: The 12 x 12 floor tiles are in good shape. The majority of tiles are intact.

Accessibility: This area is routinely walked on by kitchen staff. They are readily accessible. The tiles are intact.

Friability: The floor tiles are not friable.

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.2.3: Grey floor tile-black mastic

Condition: The black mastic is contained under grey 12 x 12 floor tiles. The majority of tiles are intact

Accessibility: This area is readily accessible by kitchen staff but the mastic is covered under intact tile

Friability: The mastic is not friable

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.2.4: Blue floor tile

Condition: The 12 x 12 floor tiles are in good shape. The majority of tiles are intact.

Accessibility: This area is routinely walked on by kitchen staff. They are readily accessible. The tiles are intact.

Friability: The floor tiles are not friable.

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.2.5: Blue floor tile- black mastic

Condition: The black mastic is contained under blue 12 x 12 floor tiles. The majority of tiles are intact

Accessibility: This area is readily accessible by kitchen staff but the mastic is covered under intact tile

Friability: The mastic is not friable

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.2.6: Drywall mud

Condition: The drywall mud is in good condition. No visible damage was noted.

Accessibility: This material is readily accessible by kitchen staff .

Friability: The drywall mud is not friable

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

4.3: Maintenance Foreman's office washroom

4.3.1 Drywall mud

Condition: The drywall mud is covered and coated. The material is in good condition.

Accessibility: This material is in good condition.

Friability: The drywall mud is not friable.

Recommendation: Identify the material on floor plans and include it in an asbestos management program. Removal of this material would be under moderate risk methods.

Abatement activities involving Zonolite insulation would depend on the work. Minor contact such as drilling into block would require moderate risk abatement methods. Removal of blocks would require high risk abatement methods.

Abatement methods for removal of Atlas cement drain pipe would require moderate risk abatement methods using a separation and wrap method for each section of pipe.

5.0 SUMMARY AND RECOMMENDATIONS

Based on the findings of this assessment, the following is a list of asbestos containing materials (ACMs) identified by analysis.

5.1 Summary of ACM Results

G.B.'s office:

Blue floor tile	1% Chrysotile asbestos
Black mastic under floor tile	1% Chrysotile asbestos

Kitchen:

White floor tile-black mastic	1% Chrysotile asbestos
Grey floor tile	1% Chrysotile asbestos
Grey floor tile-black mastic	1% Chrysotile asbestos
Blue floor tile	1% Chrysotile asbestos
Blue floor tile-black mastic	1% Chrysotile asbestos
Drywall mud	2% Chrysotile asbestos

Maintenance foreman's office washroom:

Drywall mud	2% Chrysotile asbestos
-------------	------------------------

5.2 Comments and Recommendations on ACM sample results

Comments:

Results from the samples taken in G.B.'s office and in the kitchen indicate that the gluing material-**black mastic** contains 1% chrysotile asbestos. The same flooring is also found in the maintenance foreman's office therefore it can be assumed that this material contains the same ACM.

The **grey floor tile** and **blue floor tile** located in the kitchen and the **blue floor tile** in G.B.'s office is confirmed to contain 1% chrysotile asbestos. Any other locations containing the same colour pattern is considered to be ACM.

The **drywall mud** in the kitchen contains 2% chrysotile asbestos in the mud. All structures associated with the kitchen and deemed to be of the same vintage are considered to contain ACM in the drywall mud.

The **drywall mud** in the maintenance foreman's office washroom contains 2% chrysotile asbestos in the mud. The drywall material down this corridor, in the dressing rooms and in the compressor room are of the same vintage as the maintenance foreman's room and are considered to contain ACM in the drywall mud.

Recommendations:

The sites where ACM was located were all non-friable in nature and were all in good condition.

The black mastic is not assessable and non-friable.

The floor tiles are readily assessable and are routinely walked on. There was minimal breakage of tile and they are considered non-friable.

The drywall mud is in good condition at both locations. No visible damage was found in both sites. It is readily accessible to the staff in the kitchen and readily assessable to staff and the public in the dressing rooms.

The ATLAS cement drain pipe above the banquet room and meeting rooms is non-friable, not assessable and is in good condition.

The zonolite in the block walls is not assessable but this material is friable. Moderate risk procedures need to be used to minimize asbestos fibre exposure when any drilling or damage to the blocks takes place.

For the ACM in the complex it is recommended that:

- The locations where ACM is found be identified in a schematic for staff and be readily available.
- Staff be notified of the locations where ACM is found. They can be an extra set of eyes if damaged material suspected to contain ACM is located.
- A core group of staff receive moderate risk abatement training to deal with controlling the area where damage was found plus being able to deal with minor removal and repair of minor damage. A quick response will prevent excessive migration of the contaminant.
- Proper ppe and repair equipment be purchased so that staff who receive moderate risk training can affect a proper abatement and repair.
- It is recommended that the remaining staff receive asbestos awareness training so they become knowledgeable in the risks associated with damaged ACM.
- There should be a responsible person who oversees the asbestos exposure control plan at this site.

- When contractors conduct work in the complex that may impact any ACM, they should be notified of the hazard and the area should be abated first before any renovation or work commences.
- Incorporate periodic inspections of the locations where assessable ACM is located to ensure the integrity of the material.
- Document and investigate all actions that result in damage and repair to ACM, with recommendations to eliminate or minimize a reoccurrence.
- For any abatement activities, ensure this information is updated in the asbestos management plan.
- RDCK develop an asbestos management program.

6.0 CLOSURE

The information and opinions rendered in this report are exclusively for use by the Regional District of Central Kootenay. RDCK will not distribute or publish this report without Western Canada Safety Services Ltd's. consent except as required by law or court order.

Western Canada Safety Services Ltd. will not distribute or publish this report without the client's consent except as required by law or court order.

The information and opinions expressed in this report are given in response to a limited assignment and should only be evaluated and implemented in connection with that assignment. Western Canada Safety Services Ltd. accepts responsibility for the competent performance of its duties in executing the assignment and preparing this report in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages.

All of which is respectfully submitted:

WESTERN CANADA SAFETY SERVICES LTD.

Richard Forget MSc(A), CIH, CRSP
Senior Industrial Hygienist

APPENDIX A
LABORATORY REPORT

PACIFIC EHS - RECORD OF ANALYSIS**Report Number:** 13860-20161**Reference:****Client:** Western Canada Safety Services**Report Date:** 08-Nov-13**Address:** 2101 Sixth Avenue
Castlegar BC**Contact:** Richard Forget

Please find enclosed our laboratory's results for the bulk sample(s) submitted to our office for identification.

Sample examination was conducted in accordance with the NIOSH 9002 analytical method using polarized light microscopy and dispersion staining techniques.

A result of 'Asbestos-Not detected' means no asbestos fibres were detected. When asbestos is detected, the minimum quantitation limit is 1%. Levels of asbestos present but below 1% based on visual estimation will be described as TRACE.

This test report relates only to the items tested and any extrapolation by the client of the results is the responsibility of the client. For samples not collected by Pacific EHS, the accuracy of locations and material(s) is the responsibility of the client. Samples will be disposed of after one month, unless we are instructed otherwise.

If asbestos products are identified in this report they should be remediated safely in accordance with the requirements of Part 6.0 of the Worksafe B.C. Occupational Health and Safety Regulation. In general this will require the completion of a Risk Assessment (Part 6.6.1) completed by a "Qualified Person" as defined in Part 6.1.

Analyzed in accordance with NIOSH METHOD 9002 – ASBESTOS (BULK) BY PLM

AIHA BAPAT Lab #185672

Page 1 of 5



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BAPAT Lab #185672

PACIFIC EHS - RECORD OF ANALYSIS

Report Number: 13860-20161

Address: 2101 Sixth Avenue, Castlegar

Sampled By: Western Canada Safety Services

Client Name: Western Canada Safety Services

Date Sampled: 16-Oct-13

Reference:

Date Analyzed: 24-Oct-13

Amended Report: 08-Nov-13

Analyst: KS

NO.	SAMPLE INFORMATION	LAYER	ASBESTOS	OTHER MATERIALS
13860-20161-001	Drywall Joint Compound Main floor / Jim Crockett's office By main entrance	Paint 30% White chalky mix 20% Paper 40% Gypsum 10%	Not Detected Not Detected Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100% Cellulose 100% Non-Fibrous 100%
13860-20161-002	Ceiling tile Main floor / Director's office By main entrance	Paint 10% Beige fibrous layer 90%	Not Detected Not Detected	Non-Fibrous 100% Cellulose 70%, Fibreglass 20%, Non-Fibrous 10%
13860-20161-003	Ceiling tile Main floor / Main entrance of rec plex By east storage room	Paint 10% Grey fibrous layer 90%	Not Detected Not Detected	Non-Fibrous 100% Cellulose 80%, Fibreglass 10%, Non-Fibrous 10%
13860-20161-004	Vinyl floor tile Main floor / Valhalla room	Grey vinyl tile 90% Beige adhesive 10%	Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100%
13860-20161-005	Drywall Joint Compound Main floor / Valhalla meeting room	No compound present 100%	N/A - No compound present	N/A
13860-20161-006	Grout Main floor / Men's washroom Across from Valhalla room	White tile 60% Grey cementitious mix 40%	Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100%
13860-20161-007	Vinyl floor tile Main floor / Gail Briggeman's office	Blue vinyl tile 80% Black mastic 10% Yellow adhesive 10%	YES - Chrysotile 1% YES - Chrysotile 1% Not Detected	Non-Fibrous 99% Non-Fibrous 99% Non-Fibrous 100%
13860-20161-008	Vinyl floor tile Main floor / Main kitchen in alcove (portable fridge)	Light blue vinyl tile 90% Black mastic 10%	Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 99%, Cellulose 1%

Analyzed in accordance with NIOSH METHOD 9002 – ASBESTOS (BULK) BY PLM

AIHA BAPAT Lab #185672

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13860-20161-009	Vinyl floor tile Main floor / Main kitchen in alcove (portable fridge)	White vinyl tile 90% Black mastic 10%	Not Detected YES - Chrysotile 1%	Non-Fibrous 100% Non-Fibrous 99%
13860-20161-010	Vinyl floor tile Main floor / Main kitchen In dry goods store room	Grey vinyl tile 90% Black mastic 10%	YES - Chrysotile 1% YES - Chrysotile 1%	Non-Fibrous 99% Non-Fibrous 99%
13860-20161-011	Vinyl floor tile Main floor / Main kitchen In dry goods store room	Blue vinyl tile 90% Black mastic 10%	YES - Chrysotile 1% YES - Chrysotile 1%	Non-Fibrous 99% Non-Fibrous 99%
13860-20161-012	Drywall Joint Compound Main floor / Main kitchen In dry goods store room	Paint 40% Beige chalky mix 10% Paper 50%	Not Detected YES - Chrysotile 2% Not Detected	Non-Fibrous 100% Non-Fibrous 98% Cellulose 100%
13860-20161-013	Drywall Joint Compound Lower floor / Maintenance foreman's office Washroom	Paint 30% Beige chalky mix 30% Paper 40%	Not Detected YES - Chrysotile 2% Not Detected	Non-Fibrous 100% Non-Fibrous 98% Cellulose 100%
13860-20161-014	Pipe elbow Lower floor / Arena dressing room hall Mechanical room - tank	Paint 10% White mesh 10% White fibrous mix 80%	Not Detected Not Detected Not Detected	Non-Fibrous 100% Synthetic 100% Cellulose 50%, Non-Fibrous 30%, Fibreglass 20%
13860-20161-015	Textured ceiling Arena / Old Rebel's room - office	Paint 20% White fibrous mix 30% White chalky mix 20% Paper 30%	Not Detected Not Detected Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 95%, Cellulose 5% Non-Fibrous 100% Cellulose 100%

Analyzed in accordance with NIOSH METHOD 9002 – ASBESTOS (BULK) BY PLM

AIHA BAPAT Lab #185672

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NO.	SAMPLE INFORMATION	LAYER	ASBESTOS	OTHER MATERIALS
13860-20161-016	Sheet vinyl flooring Arena / Old Rebel's room - office floor 2nd room	Beige vinyl sheet 30% Foam core 30% Beige fibrous layer 30% Wood 10%	Not Detected Not Detected Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100% Cellulose 50%, Non-Fibrous 45%, Fibreglass 5% Cellulose 100%
13860-20161-017	Stucco Arena / Old Rebel's room By exit doors out	Paint 5% Grey cementitious mix 95%	Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100%
13860-20161-018	Drywall Joint Compound Arena / Old Rebel's room Off NE corner 2nd room	Paint 15% White chalky mix 35% Paper 30% Gypsum 20%	Not Detected Not Detected Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100% Cellulose 100% Non-Fibrous 100%
13860-20161-019	Stucco Arena / Interior arena West wall-top of bleachers	Paint 2% Beige cementitious mix 98%	Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 99%, Cellulose 1%
13860-20161-020	Insulation Arena / Interior arena West wall-top of bleachers	Brown fibrous mix 100%	Not Detected	Cellulose 90%, Non-Fibrous 10%
13860-20161-021	Vinyl floor tile Main floor / Rec Plex weight room	Blue vinyl mix 30% Grey vinyl mix 70%	Not Detected Not Detected	Non-Fibrous 99%, Cellulose 1% Non-Fibrous 99%, Cellulose 1%
13860-20161-022	Grout Main floor / Rec Plex hall Outside fitness room	Brown cementitious mix 60% Pink cementitious mix 38% Black mastic 2%	Not Detected Not Detected Not Detected	Non-Fibrous 100% Non-Fibrous 100% Non-Fibrous 100%
13860-20161-023	Pipe elbow Main floor / Pool mechanical room Cold water return	Beige mesh 30% Beige mix 70%	Not Detected Not Detected	Cellulose 80%, Non-Fibrous 40% Non-Fibrous 80%, Cellulose 15%, Fibreglass 5%

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AIHA BAPAT Lab #185672

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Amended Report: 08-Nov-13

Analyst: KS

NO.	SAMPLE INFORMATION	LAYER	ASBESTOS	OTHER MATERIALS
13860-20161-024	Pipe wrap Main floor / Pool mechanical room Off hot water tank	Beige mesh 70% Yellow fibrous layer 30%	Not Detected Not Detected	Cellulose 60%, Non-Fibrous 40% Fibreglass 100%

Total Number of Samples: 24

Report Reviewed By: Brian Kerin



Analyzed in accordance with NIOSH METHOD 9002 – ASBESTOS (BULK) BY PLM

AIHA BAPAT Lab #185672

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Pacific EHS  ...to ensure the safe
A Total Safety Company Wellbeing of Workers Worldwide

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BAPAT Lab #185672

APPENDIX B
Coloured photos illustrating site conditions



Sample 1: Jim Crockett's office dry wall mud sample location



Sample 2: Ceiling tile sample, Jim Crockett's office



Sample 3: Ceiling tile sample main entrance by east storage room



Sample 4: Vinyl floor tile sample location, Valhalla room



Sample 5: Drywall mud sample location, Valhalla room

Sample 6: Floor grout sample in men's washroom beside Valhalla room taken against east wall by raised urinal floor. Picture out of focus.



Sample 7: Gail Briggeman's office NE corner floor tile sample under rug; includes mastic



Sample 8: Light blue floor tile in kitchen alcove behind portable fridge; includes black mastic glue



Sample 9: White vinyl floor tile in kitchen alcove behind portable fridge; includes black mastic glue



Sample 10: Greyish vinyl tile with streaks in kitchen dry good room: includes black mastic



Sample 11: Blue vinyl tile/lighter blue streaks in kitchen dry good room: includes black mastic



Sample 12: Drywall mud sample in kitchen dry good room



Sample 13: Maintenance foreman's office washroom; drywall mud sample on ceiling



Sample 14: Mechanical room lower floor across from arena dressing rooms; tank insulation sample



Sample 15: Old Rebels room office; ceiling texture coat sample



Sample 16: Old Rebels room office; sheet vinyl flooring



Sample 17: Outside old Rebels room office by exit doors; two stucco sample locations



Sample 18: Old Rebels room office; drywall mud sample



Sample 19: Arena west wall top of bleachers; stucco sample



Sample 20: Arena, top of bleachers, west wall between wall and ceiling; insulation sample

Sample 21: Rec plex weight room, rubberized flooring tile 2' x 2'; dark blue with grey streaks. Picture not taken.



Sample 22: Community complex, hall outside of fitness room; floor tile grout sample



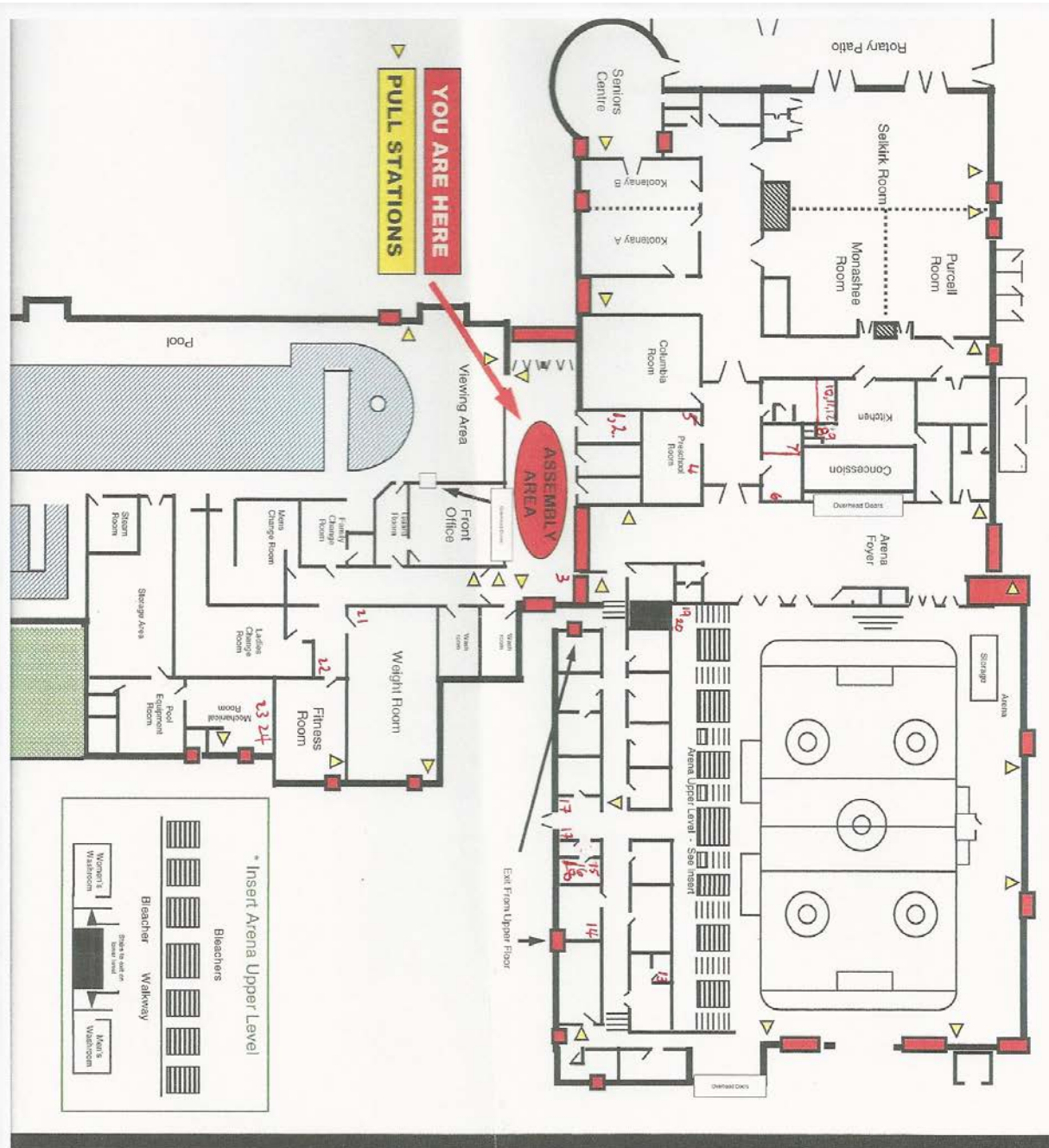
Sample 23: Pool mechanical room, pipe elbow cold water return; pipe elbow sample



Sample 24: Pool mechanical room hot water tank; pipe wrap sample

APPENDIX C

Facility schematic floor plan illustrating Bulk Sample Locations



APPENDIX B: SAMPLE CONTRACT AND CERTIFICATE OF INSURANCE



Services Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME
Project: PRJ24040: CDRD Door Replacement
GL Code: CAP1538-100
Board Res. #: Add Res #

THIS AGREEMENT executed and dated for reference the:

____ day of _____, 2025
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the **RDCK**)

at the following address:

Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

ADD CONTRACTOR NAME

(hereinafter called the **Contractor**)

at the following address:

Add address

City, Province, Postal Code

Agreement Administrator: Add name

Telephone #: Add phone #

Email: Add email

Agreement Administrator: Add name

Telephone: Add phone #

Email: Add email

1 FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in **SCHEDULE A** of this Agreement (the **SERVICES**).
- (b) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an AGREEMENT AMENDMENT or CHANGE ORDER.
- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the

Services described in Schedule A hereof commencing on **[Start Date]** and ending on **[End Date]** (the **TERM**).

- (d) **LOCATION:** The location for delivery of the Services shall be **[Location]**.
- (e) **CONTRACT PRICE/RATE:** \$**[Amount]** (excluding GST) at the rates and on the terms set out in Schedules B and C.
- (f) **BILLING DATE:** **Choose Billing Option**.
- (g) The following Schedules incorporated into, and form part of this Agreement.

Schedule A: Description of Services
Schedule B: Contract Payment Terms
Schedule C: Pricing Schedules
Schedule D: Personnel & Equipment
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

GENERAL CONTRACT CONDITIONS

2 The Contractor shall:

- (a) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
- (b) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
- (c) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
- (d) Be an independent Contractor and not the servant, employee or agent of the RDCK;
- (e) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
- (f) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (g) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (h) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
- (i) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.

ASSIGNMENT

- 3 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, any portion thereof, or their right, title, or interest therein, or their obligations there under without written consent of the RDCK which consent may be withheld unreasonably, except for an assignment to a bank of the payments to be received by the Contractor from the RDCK.

INSURANCE

- 4 The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:

- (a) Automobile Liability (third party) insurance with a minimum limit of **\$5,000,000**.
- (b) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$5,000,000 dollars per occurrence with a maximum deductible of \$5,000;**

Such insurance will:

- (i) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
 - (ii) include the Contractor's Blanket contractual liability;
 - (iii) include a Cross Liability clause;
 - (iv) include occurrence property damage;
 - (v) include personal injury;
 - (vi) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (vii) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (viii) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand.
- (c) course of construction/builders risk coverage for the full replacement cost of the project plus 10% with a maximum \$10,000 deductible;

INDEMNITY

- 5 Notwithstanding the provision of any insurance coverage by the RDCK, the Contractor shall indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from

and against losses, claims, damages, actions, and causes of action (collectively referred to as Claims), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons.

COMPLIANCE WITH *WORKERS COMPENSATION ACT*

- 6 The Contractor shall ensure compliance, on their part and on the part of all of their Sub-Contractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.
- 7 Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number, and must pay and keep current during the term of the Contract, all assessments required by WorkSafe BC in relation to the supply of the Services or the Contract Price. In any case where pursuant to the provisions of the *Workers Compensation Act*, an order is given to the Contractor, or one of their Sub-Contractors in respect to their operations under the Contract to cease operations because of failure to install or adopt safety devices or appliances or methods as directed, or required by the *Workers Compensation Act* or Regulations there under, or because conditions of immediate danger exist that would be likely to result in injury to any person, and the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations then the RDCK may issue a Written Notice to the Contractor and may immediately arrange for the removal of this danger and the Contractor shall be liable for the costs of such arrangements, but such act by the RDCK shall not relieve the Contractor of responsibility for injury, loss of life, or damage which may occur in that situation.
- 8 In the event that the Contractor refuses or fails to comply with an order under the *Workers Compensation Act* or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract*.
- 9 The Contractor shall, during the term of the Contract, maintain Workers Compensation Insurance in order to fully protect both its employees and the RDCK as may be required by law during the term of the Contract and shall on each anniversary date of the Contract, provide the RDCK with proof of payment of claims in good standing with WorkSafe BC by way of a WorkSafe BC Clearance Letter. The Contractor will Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.

HEALTH AND SAFETY

- 10 The Contractor shall be solely and completely responsible for ensuring safety of all persons and property during the supply of the Services. This requirement shall apply during the Contract period and not be limited to normal working hours.
- 11 The Contractor shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Contractor, or of their employees, workmen or agents.
- 12 The Contractor shall satisfy the Manager that a safety program has been developed in accordance with the Occupational Health and Safety Regulations, and Safe Work Practices and Procedures of WorkSafe BC and shall incorporate all of the RDCK's operating requirements and restrictions.
- 13 The Contractor shall assign an individual responsible and authorized to supervise and enforce compliance

with all safety regulations required in the supply of the Services.

INTENT OF CONTRACT DOCUMENTS

- 14** The intent of the Contract Documents is that the Contractor shall provide all materials, supervision, labour, equipment and all else necessary for or incidental to the proper supply of the Services described in **SCHEDULE A** and all incidental work to supply the Services. This is not an Agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

RDCK REPRESENTATIVE'S AUTHORITY

- 15** The RDCK Representative will observe the supply of the Services in progress on behalf of the RDCK. The RDCK Representative will have the authority to stop the supply of the Services whenever such stoppage may be necessary, in their opinion, to ensure the proper supply of the Services in accordance with the provisions of the Contract.

NOTICE TO PROCEED

- 16** Following the execution of the Contract by the Contractor and the provisions of the required Contract Security and insurance policies, a written Notice to Proceed with the supply of the Services will be given to the Contractor by the RDCK. The Contractor shall supply the Services at the time specified in the Contract or, if applicable, begin supplying the Services on the first day of the Term and shall proceed with the supply of the Services regularly and without interruption thereafter throughout the Term, unless otherwise directed in writing by the Manager or RDCK.

RDCK'S RIGHT TO OBTAIN SERVICES FROM OTHER SUPPLIERS

- 17** If the Contractor should refuse or fail to supply adequate workmanship, products, or machinery and equipment for the scheduled supply of the Services, or neglects to supply the Services properly, or fails to perform any of the provisions of the Contract, then the RDCK, without prejudice to any of its other rights under the Contract, may notify the Contractor in writing, that the Contractor is in default of their contractual obligations, and instruct him to correct the default within forty-eight (48) hours.
- 18** If the correction of the default cannot be completed within forty-eight (48) hours as specified, the Contractor shall be considered to be in compliance with the RDCK's instruction if it commences the correction of the default within the specified time, and in addition provides the RDCK with a schedule that is acceptable to the RDCK in its sole discretion for such correction and completes the corrections in accordance with such schedule.
- 19** If the Contractor fails to comply with the provisions of this section the RDCK may, without prejudice to any other right or remedy they may have, obtain the supply of Services from another supplier and may deduct the cost thereof from the payment then or thereafter due the Contractor, or may without notice to the Contractor deduct the cost from the amount secured under the Contract Security.

RDCK'S RIGHT TO TERMINATE THE CONTRACT

- 20** If the Contractor should:
- (a) be adjudged bankrupt, or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or
 - (b) fail to make sufficient payments due to their Sub-Contractors, or suppliers, or

- (c) disregard laws or regulations that apply to the supply of the Services, or the RDCK's instructions, or
- (d) abandon the supply of the Services, or
- (e) otherwise violate the conditions of the Contract, the RDCK shall, by written notice, instruct the Contractor to correct the default within forty-eight (48) hours.

21 If the default is not corrected within forty-eight (48 hours), then the RDCK may, without prejudice to any other right or remedy they may have, terminate the Contract. If notice has been given to the Contractor under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, then a further notice and time to correct the default is not required and that in addition to correcting the default RDCK may without further notice proceed to terminate the Contract.

22 If the RDCK terminates the Contract under the conditions set out above, the RDCK shall be entitled to:

- (a) obtain the supply of the Services by whatever method is deemed expedient but without undue delay or expense;
- (b) withhold any further payments to the Contractor until the supply of the Services is finished;
- (c) upon completion of the supply of the Services, determine the full cost of obtaining the supply of the Services including compensation to the RDCK for this additional service and a reasonable allowance to cover the costs of any corrections required under the guarantee, and charge the Contractor the amount by which the full cost exceeds the unpaid balance of the Contract Price; or if such cost of obtaining the supply of the Services is less than the unpaid balance of the Contract Price, pay the Contractor the difference; or if such cost of finishing the supply of the Services is greater than the unpaid balance deduct the difference from the Contract Security.

23 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the RDCK taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the provisions of the Contract requiring payment by the RDCK to the Contractor shall be renegotiated on the basis of the Contractor's actual proven costs for the period.

24 It is also understood and agreed by and between the parties to the Contract, that in the event of a strike or lockout of the employees of the Contractor taking place during the term of the Contract, during which the supply of the Services may be interrupted or blocked, that the RDCK shall at its option and without penalty or further payment to the Contractor, have the right to unilaterally terminate the Contract, and to remove the Contractor, their employees and equipment from the Site.

CONTRACTOR'S RIGHT TO STOP SUPPLY OF SERVICES OR TERMINATE THE CONTRACT

25 If the supply of the Services should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court, or other public authority, and provided that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the RDCK written notice, hold the RDCK in default.

26 The Contractor may notify the RDCK in writing that the RDCK is in default of its contractual obligations if the RDCK, subject to requirements of these Contract General Conditions fails to pay to the Contractor when due, any amount due and owing to the Contractor under the Contract. Such written notice shall advise the RDCK that if such default is not corrected within thirty (30) calendar days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy it may have, stop the supply of

the Services and terminate the Contract.

- 27** If the Contractor terminates the Contract under the conditions set out above, they shall be paid for all Services supplied and for any loss sustained upon products and construction machinery and equipment, with reasonable profit up to the time that the Contract is terminated. If the Contractor terminates the Contract this is their sole remedy and the RDCK will not be liable for any additional costs or for any loss of profit following termination.

SUB-CONTRACTORS

- 28** The Contractor agrees to preserve and protect the rights of the RDCK with respect to any supply of Services or work performed under the Contract and shall:
- (a) enter into Contracts or written Agreements with the Sub-Contractors requiring them to supply Services and perform work in accordance with and subject to the terms and conditions of the Contract Documents; and
 - (b) be as fully responsible to the RDCK for acts and omissions of the Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 29** The Contractor therefore shall incorporate all terms and conditions of the Contract General Conditions into all Sub-Contract Agreements they enter into with their Sub-Contractors, insofar as they are applicable.
- 30** The Contractor agrees to employ only those Sub-Contractors proposed by him in writing in **Schedule E-Proposed Sub-Contractors**, and accepted by the RDCK for such portions of the supply of the Services as may be designated.
- 31** The RDCK may, for reasonable cause, object to the use of a proposed Sub-Contractor and require the Contractor to employ another that is acceptable to the RDCK. Under these circumstances, the RDCK will advise the Contractor, in writing, of its objection to a Sub-Contractor. The Contractor shall provide the names of alternate Sub-Contractors for that part of the supply of the Services, each of whom must be acceptable to the RDCK. The Contractor and the RDCK will then agree as to which new Sub-Contractor shall be used.
- 32** Nothing contained in the Contract General Conditions shall create any contractual obligation between any Sub-Contractor and the RDCK.
- 33** Sub-Contractors shall not further sub-contract any portion of the supply of the Services that is the subject of their sub-contract without prior written approval of the RDCK, which may not be withheld unreasonably.

PRIVATE LAND

- 34** If applicable, it shall be the Contractor's responsibility to ascertain the boundaries within which the supply of Services must be confined. The Contractor shall not enter upon lands other than those provided by the RDCK for any purpose without obtaining prior written permission of the land-owners and occupiers. A copy of the written permission is to be provided to the RDCK prior to entry upon private lands.
- 35** The Contractor shall not enter upon lands owned by others on which the RDCK has easements or rights-of-entry without having received the prior written authorization of the RDCK for such entry. It shall be the Contractor's responsibility to ascertain from the RDCK the conditions on which easements of rights-of-entry have been granted on private lands and to abide by these conditions throughout.

DISPUTE RESOLUTION

- 36** All claims, disputes or issues in dispute between the RDCK and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia. All procedures for the resolution of disputes arising in relation to the Contract shall be governed by the laws of British Columbia, Canada.
- 37** In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.
- 38** Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

TAXES AND DUTIES

- 39** The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract including but not limited to any GST or PST. The Contractor is required to identify any applicable tax separately on all invoices and the RDCK is liable to pay this amount to the Contractor. Where an exemption of government sales taxes, custom duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the RDCK and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary Condition.

STAFF RESOURCES AND MANAGEMENT

- 40** The Contractor shall, at all times during the term of the Contract, have a Supervisor charged with the responsibility of supervising the operations of the Contractor and shall maintain a local office at all times and a telephone staffed during all working hours throughout the duration of the Contract.
- 41** The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract and shall make available a sufficient number of staff to complete the supply of the Services. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.
- 42** The Contractor shall ensure that no person will be discriminated against because of race, colour, sex, age, religion or origin. Wages and hours of labour employed shall be in accordance with all applicable federal, provincial and municipal enactments. The Contractor shall, at all times, enforce discipline and good order among their employees, and shall not employ on the Site any unfit person or anyone not skilled in the work assigned to them. Any persons employed on the Site, who become intoxicated, intemperate, disorderly, incompetent or willfully negligent, shall, at the written request of the RDCK Representative, be removed from the Site and shall not be employed again in any portion of the supply of the Services without the approval of the RDCK Representative.

EMERGENCY CALL OUTS

- 43** Before commencement of the Contract, the Contractor shall provide to the Owner with a list of at least three names and telephone numbers of the Contractor's representatives who can be called outside normal working hours to act for the Contractor for emergency call outs in connection with Work under the Contract. Names are to be listed in **Schedule D – Personnel and Equipment**. At least one person on the list shall be available at all times outside of normal working hours. The Contractor shall issue an updated list whenever a change in call out personnel or phone numbers is made.

RIGHT TO AUDIT

- 44 Upon reasonable notice the Contractor and/or any Sub-Contractors shall provide the RDCK and its internal auditors, external auditors, its regulators and such other entities/persons as the RDCK may designate, with unrestricted access at reasonable times to the data and records relating to the supply of the Services, including but not limited to the Contractor's marketing and sale of the recyclable material, the amounts charged to the RDCK by the Contractor, and the amounts of any commodity value rebates that are payable. Such access will be provided in order to verify the accuracy of charges and invoices for the Services supplied.

CHANGE IN THE SERVICES

- 45 The RDCK, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Services. The Contractor shall proceed with the supply of the Services as changed and the Services shall be supplied under the provisions of the Contract. No changes shall be undertaken by the Contractor, without written order from the RDCK, except in an emergency endangering life or property, and no claims for additional compensation shall be valid unless the change in writing was so ordered.
- 46 If such changes affect the requirements of the Contract, they will be so specified at the time of ordering the changes. The value of the addition or deduction from the Contract Price, and the method of determining such value, shall be by unit prices or combinations of unit prices as specified in **Schedule C -Pricing Schedules**, or use one of more of the following methods in deciding such value:
- by unit prices submitted in the Proposal
 - by unit prices submitted by the Contractor and accepted by the RDCK
 - by lump sum on the Contractor's estimate and accepted by the RDCK
 - on a force account basis as specified hereinafter.

INSPECTION OF THE WORK

- 47 The Owner's Representative will inspect the Work during the period of operation and will observe the Work in progress on behalf of the Regional District. The Owner's Representative will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract Agreement.
- 48 The Regional District and its representatives shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 49 If the specifications, the Regional District's instructions, laws, ordinances, or any public authority requires any Work to be specially tested or approved, the Contractor shall give the Owner's Representative timely notice of his readiness for inspection, and if the inspection is by an authority other than the Regional District, the date fixed for such inspection.
- 50 If any Work should be covered up without approval or consent of the Regional District it must, if required by the Regional District, be uncovered for examination at the Contractor's expense.
- 51 Examination of questioned Work may be ordered by the District and if so ordered the Work shall be uncovered by the Contractor. If such Work is found not to be in accordance with the Contract Documents through the fault of the Contractor, the Contractor shall pay the cost of examination and replacement of the Work. If such Work is found to be in accordance with the Contract Documents, the Regional District shall pay these costs.

CONTRACT PERFORMANCE REVIEWS

- 52 From time to time as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the description of Services or suspension/termination of the Contract.

RIGHTS OF WAIVER

- 53 A waiver of any breach of or provision of the Contract will not constitute or operate as a waiver or any other breach of any other provision, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

DUTY OF CARE

- 54 The Contractor acknowledges that the RDCK, in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the RDCK in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, provision of oral or written information to Proponents, review of Proposals or the carrying out of the RDCK's responsibilities under the Contract.

SEVERABILITY

- 55 All sections of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.

COMPLIANCE WITH PERMITS, LAWS AND REGULATIONS

- 56 The laws and regulations of the place where the Services are supplied shall govern.
- 57 The Contractor shall give all required notices and comply with all laws, ordinances, regulations, codes and orders of all authorities having jurisdiction relating to the supply of the Services, to preservation of public health, and to construction safety. If the Contractor observes anything in the Contract Documents to be at variance with the foregoing, they shall promptly notify the RDCK, in writing, and await the RDCK instructions. If the Contractor supplies any Services or performs any work, knowing it to be contrary to such laws, ordinances, regulations, codes or orders, and without giving notice requesting instructions from the RDCK, they shall bear all costs arising there from.
- 58 The Contractor shall, at their own expense, procure all permits, licenses and certificates required by law for the supply of the Services.
- 59 The Contractor will give all notices and obtain all the licenses and permits required to supply the Services. The Contractor will comply with all laws applicable to the supply of the Services and performance of the Contract.
- 60 This Agreement shall be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

SECURITY FOR SUPPLY OF SERVICES

- 61 Unless otherwise agreed in writing by the RDCK, the Contractor must provide the RDCK security for the performance of its obligations under the Contract in the form of an Irrevocable Commercial Letter of Credit or Bank Draft or Certified Cheque in the amount of 10% of the Contract Price detailed in this Schedule, which

security was issued by a financial institution within the RDCK that is acceptable to the RDCK in its absolute discretion and in form and substance approved by the RDCK.

FORCE MAJEURE

- 62** In the event that either party is rendered wholly or partly unable to perform its obligations hereunder as a result of an event of Force Majeure, then subject to the RDCK's right of termination under Sections 21, 22, 23, 24 - *RDCK's Right to Terminate the Contract.*, that party will be excused from whatever performance is affected by the event of Force Majeure, to the extent so affected, provided that:
- (a) the non-performing party promptly after the occurrence of the event of Force Majeure gives the other party notice describing the particulars of the occurrence;
 - (b) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
 - (c) the non-performing party uses reasonable commercial efforts to remedy its inability to perform; and
 - (d) when the non-performing party is able to resume performance of its obligations hereunder, that party will give the other party written notice thereof.

GENERAL

- 63** Time shall be of the essence of this Agreement.
- 64** Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 65** This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 66** A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 67** A waiver under Section 66 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 68** Everything produced, received or acquired (the MATERIAL) by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
- (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 69** The copyright in the Material belongs to the RDCK.
- 70** The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 71** Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the

Contractor.

- 72** Where the Contractor is a partnership, all partners are to execute this Agreement.
- 73** Sections 2 c), d), Sections 5 and 69 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 74** Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	ADD CONTRACTOR NAME
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

SCHEDULE A: DESCRIPTION OF SERVICES

INSERT SCOPE OF WORK FROM RFP

SAMPLE

SCHEDULE B: CONTRACT PAYMENT TERMS

BUDGET

- 1 Total budget shall not exceed \$[Amount] (excluding GST). Costs shall be based on amounts in Schedule C (excluding GST).

INVOICING

- 2 Invoices to be submitted Choose Billing Option.
- 3 The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: YYYY-##-DEPT_CONTRACTOR_NAME
GL Code: ACCOUNT # & WORK ORDER #
- 4 Invoices must be emailed to ap@rdck.bc.ca, with a COPY sent to the contract administrator identified on the first page of this contract in cc.
- 5 Invoices to be paid on net 30 day term.
- 6 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.
- 7 The Contractor's name on the invoice must match the name identified in the first page of this contract.
- 8 Invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca no later than January 15th of the following year.

PAYMENT WITHHELD OR DEDUCTED

- 9 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
 - (a) the Contractor is not making satisfactory progress with the supply of the Services;
 - (b) defective Services which are not remedied;
 - (c) if applicable, there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to Sub-Contractors or for materials, labour, or otherwise;
 - (d) damages caused to another party by the Contractor;
 - (e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's

operations.

- (f) the RDCK has corrected deficiencies under Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

MONIES DUE TO THE RDCK

- 10** The Contractor's payment for any commodity value to the RDCK, if any is required by the Contract, will be provided to the RDCK monthly.
- 11** All monies payable to the RDCK by the Contractor under any stipulation herein or as provided in Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*, or Section 6 of this Schedule - *Liquidated Damages*, may be retained by the RDCK out of any monies due, or which may become due, from the RDCK to the Contractor under this or any other Contract with the RDCK, or the RDCK may demand payment to the RDCK by the Contractor, or the RDCK may deduct monies from the Contract Security. The RDCK shall have full authority to withhold any amount or estimated amount, if circumstances arise which may indicate the advisability of so doing, though the final sum to be retained may be unascertained.
- 12** The RDCK may also, at its discretion, calculate into the monies due to the RDCK, the RDCK's staff time plus a 10% overhead in any event where the RDCK has had to correct deficiencies as per Sections 17, 18 and 19 of the contract - *RDCK's Right to Obtain Services from Other Suppliers*.

LIQUIDATED DAMAGES

- 13** In case the Contractor fails to commence or complete the supply of the Services in accordance with the Contract, and to the satisfaction of the Manager, within the time or times specified, the Contractor shall pay to the RDCK a sum of the annual Contract Price divided by 365 for each and every day that the Services have not been supplied after the times specified; which sum or sums, in view of the difficulty of ascertaining the losses which the RDCK will suffer by reason of delay in the supply of Services, is hereby agreed upon and fixed as a reasonable measure of the RDCK's costs and determined by the parties hereto as the liquidated damages that the RDCK will suffer by reason of said delay and default, and not as a penalty. The RDCK may deduct and retain the amounts of such liquidated damages as per Sections 10,11 and 12 of this Schedule - *Monies Due to the RDCK*.

NEGOTIATIONS DURING CONTRACT TERM

- 14** If the RDCK requires changes to the supply of the Services, negotiations for payment to the Contractor for Services not specified herein shall be based on a comparison of similar Services that are specified herein, and as specifically measured by the increase or decrease in process time required, manpower, equipment, etc., each of which will be specifically identified, fully itemized, and at the discretion of the Manager, justified. If similar comparison is not practical, then the item will be specifically negotiated, based on time required, manpower, equipment, etc., each of which will be specifically identified and fully itemized.

SCHEDULE C: PRICING SCHEDULES

INSERT SCHEDULE PROVIDED BY PROPONENT

SAMPLE

SCHEDULE D: PERSONNEL & EQUIPMENT

INSERT SCHEDULE PROVIDED BY PROPONENT

SAMPLE

INSERT SUBCONTRACTOR SCHEDULE PROVIDED BY PROPONENT

SAMPLE



Certificate of Insurance Form

Service Agreement

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN CANADA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This Certificate is issued to the Regional District of Central Kootenay

Insured Name: _____

Address: _____

Broker Name: _____ Agent's Name: _____

Address: _____ Phone: _____

Title, number and nature of contract, permit, lease, license or operation to which this Certificate applies:

Type of Insurance	Insurer Name and Policy Number	Policy Term dd/mm/yy	Limits of Liability/Amounts
Section 1 Commercial General Liability Occurrence Form Claims Made Form		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 2 Umbrella Liability Excess Liability		From: To:	\$ _____ Umbrella Liability \$ _____ Excess Gen. Liability
Section 3 Professional/Errors and Omissions Liability Occurrence Form Claims Made Form		From: To:	\$ _____ Per Claim \$ _____ Aggregate \$ _____ Deductible Per Claim

Section 4 Environmental Impairment Liability Occurrence Form Claims Made Form		From: To:	\$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible
Section 5 Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit
Section 6 Other (Specify)		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible
Section 7 Other (Specify)		From: To:	\$ _____ Limit \$ _____ Aggregate \$ _____ Deductible

Details of Coverage (Sections 1 & 2): ☒ indicates that the coverage is included.

The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured

Blanket Contractual

Cross Liability/
Severability Interests

Occurrence Property Damage

Personal Injury

Premises & operations

Waiver of subrogation in favour of the RDCK

Coverage is primary and not contributory

30 days notice of cancellation

Particulars of Environmental Impairment Liability Insurance (Section 4) ☒ indicates that the coverage is included.

The Regional District of Central Kootenay, its officials, officers, employees, servants and agents added as Additional Insured

Blanket Contractual

Cross Liability/
Severability Interests

Waiver of subrogation in favour of the RDCK

Coverage is primary and not contributory

30 days notice of cancellation

Details of Coverage (Sections 6): ☒ indicates that the coverage is included.

Details of Coverage (Sections 7): ☒ indicates that the coverage is included.

These policies comply with the insurance requirements of the governing contract, permit, lease, license or other requirements of the Regional District of Central Kootenay. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Signature and Broker's Stamp
Authorized to Sign on Behalf of Insurers

Title

Date Signed

APPENDIX C: SAMPLE PRIME CONTRACTOR AGREEMENT



Prime Contractor Agreement

Contract #: **YYYY-##-DEPT_CONTRACTOR_NAME**
Project: **PRJ24040 – CDRD Door Replacement**

THIS AGREEMENT made effective the **day** day of **month**, **year**

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the RDCK)
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

CLICK HERE TO ADD CONTRACTOR NAME

(hereinafter called the PRIME CONTRACTOR)
at the following address:
Click here to add address
City, Province, Postal Code

Agreement Administrator: Add name
Telephone #: Click here to add phone #
Email: Click here to add email

Agreement Administrator: Add name
Telephone: Click here to add phone #
Email: Click here to add email

WHEREAS:

- (a) The RDCK and the Prime Contractor entered into a **add contract type** (the CONTRACT) dated **add date** wherein the Prime Contractor agreed to perform certain Work on the Area of Operation as set out in the Contract;
- (b) **The Prime Contractor has indicated that it intends to be the only employer on the workspace. However, in the event that additional employers or contractors enter the Area of Operation (within the WORKPLACE as per Appendix A) then a multiple-employer workplace under the Workers Compensation Act (the ACT) will come into effect; and**
- (c) The Prime Contractor has agreed with the RDCK to be designated as the prime contractor for the purposes of coordinating occupational health and safety matters under the Act and the written policies of the RDCK at the Worksite designated herein on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms and conditions of this Agreement and for valuable consideration exchanged between the parties (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

DESIGNATION

- 1 The RDCK designates the Prime Contractor and the Prime Contractor accepts the designation from the RDCK as the prime contractor (as defined in the Act) for the Workplace attached hereto and defined under this Prime Contractor Agreement.

RESPONSIBILITIES OF THE PRIME CONTRACTOR

- 2 The Prime Contractor will fully comply with all of the duties and responsibilities that are required of a prime contractor as established under the *Act*, the Occupational Health and Safety Regulation, and any other applicable legislation and, without limiting the generality of the foregoing, will do all of the following:
- (a) ensure that the activities of employers, workers and other persons at the Workplace relating to occupational health and safety are coordinated, consistent with the *Act*, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the RDCK's written policies relating to occupational health and safety (the RULES);
 - (b) do everything that is reasonably practicable to establish and maintain systems or processes that will ensure compliance with the *Act*, the Occupational Health and Safety Regulation and its applicable guidelines and any other applicable legislation and the Rules at the Workplace;
 - (c) establish and maintain a safety program for operations at the Workplace (the SAFETY PROGRAM) and site specific safety plans (the SITE SPECIFIC SAFETY PLANS) for site specific Workplaces as and when required pursuant to the Safety Program;
 - (d) conduct workplace assessments to ensure that equipment, supplies, facilities, first aid attendants and services are adequate and appropriate and ensure that a system or process is in place to establish and maintain the first aid equipment, supplies, facilities, first aid attendants and services as required under the Occupational Health and Safety Regulation;
 - (e) establish, monitor and coordinate the activities of a joint health and safety committee within the Workplace where required by the *Act* or its regulations or guidelines or as otherwise necessary to coordinate occupational health and safety matters at the Workplace;
 - (f) prepare and deliver the NOTICE OF PROJECT as and when required by the Occupational Health and Safety Regulation;
 - (g) obtain from each employer within the Workplace the name of the person designated as supervisor of the employer's workers as required under Section 24(2) of the *Act*;
 - (h) collect safety statistics regarding the operations of the Contractor and any subcontractors on forms provided by the RDCK and on a monthly basis, by the 3rd working day of each calendar month, provide a report to the RDCK in an acceptable form setting out matters relating to safety at the Workplace for the preceding month;
 - (i) immediately notify the RDCK of (i) an inspection or investigation relating to safety by a government official or (ii) any possible contravention of occupational health or safety legislation arising at the Workplace;
 - (j) notify the RDCK of all incidents at the Workplace requiring medical treatment and any other incidents that are required to be recorded pursuant to the Safety Program, within 24 hours of the occurrence of the incident;
 - (k) promptly implement all safety recommendations of the RDCK, acting reasonably;
 - (l) deliver to the RDCK
 - (i) a copy of the Notice of Project, and
 - (ii) a copy of the Safety Program;
 - (m) provide to all other employers within the Workplace the applicable Site Specific Safety Plans prepared pursuant to the Safety Program;
 - (n) take steps to develop and maintain open communication relating to safety matters with the other employers and workers within the Workplace; and

- (o) provide additional training to the safety committee if required by the RDCK.

RESPONSIBILITIES OF THE RDCK

3 The RDCK will:

- (a) review the Safety Program prior to its implementation and may require that the Prime Contractor make changes to the Safety Program that the RDCK reasonably believes better reflect the intent of the Act, the Occupational Health and Safety Regulation, any other applicable legislation or the Rules and, if such a request is made, the Prime Contractor will promptly make all such reasonable changes to the Safety Program, and
- (b) from time to time attend at the Workplace to review all aspects of safety, including the Prime Contractor's implementation of the Safety Program, and the Prime Contractor will respond to any concerns the RDCK may have with regard to safety within the Workplace.

4 CHANGES BY THE RDCK:

- (a) The RDCK may at any time during the term of the Contract, and on written notice to the Prime Contractor, suspend, limit, or terminate any or all of the Prime Contractor's obligations under this Prime Contractor Agreement, as solely determined by the RDCK.

5 AFFECTED PARTIES:

- (a) The following other parties are a party to the creation of a multiple employer workplace and are affected by this Agreement and the responsibilities of the Prime Contractor as laid out herein:

FIRM NAME	ADDRESS

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	ADD PRIME CONTRACTOR NAME By its authorized signatories
(Signature of authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)