



2013-11-13

TO: ALL BIDDERS

SUBJECT: ADDENDUM NO. 2, CONTRACT GDD13-51, TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144, CHELMSFORD

The following information, amendments and revisions shall constitute Addendum No. 2 dated November 13th, 2013, and shall form an integral part of the Tender Documents and where applicable, shall supersede requirements of other Tender Documents.

General Contractors shall bring this addendum to the attention of all sub trades and suppliers from whom they may be receiving quotations.

Please find attached floor plan for the above mentioned contract.

INSTRUCTIONS TO BIDDERS

3. SCOPE OF WORK

Please include the following:

"Work areas listed as "1" on the floor plan: Remove and dispose of all carpet and carpet baseboard, clean and sanitize all horizontal surfaces within the work area

Work areas listed as "2" on the floor plan: Remove and dispose of all drywall and ceiling tiles. Remove and dispose of all cabinetry in the work area. Ceiling grid, all electrical and mechanical to remain. Clean and sanitize all visible area of the room.

Pre-construction and post construction 'Tape-lift' and air samples will be completed by a third party consultant retained by the CGS. All mould removal/remediation will be completed to the satisfaction of the Third Party Consultant."

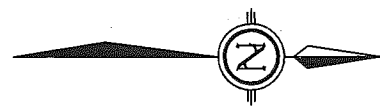
Please ensure you confirm receipt of this addendum on the Addendum Acknowledgement Form as per Item 14, of Schedule C to By-law 2006-270 and that the form is returned with your Proposal submission. Further, you are acknowledging that you have received and taken this information into consideration when preparing your bid.

Yours truly,

A handwritten signature in black ink, appearing to read "Leigh Lesar".

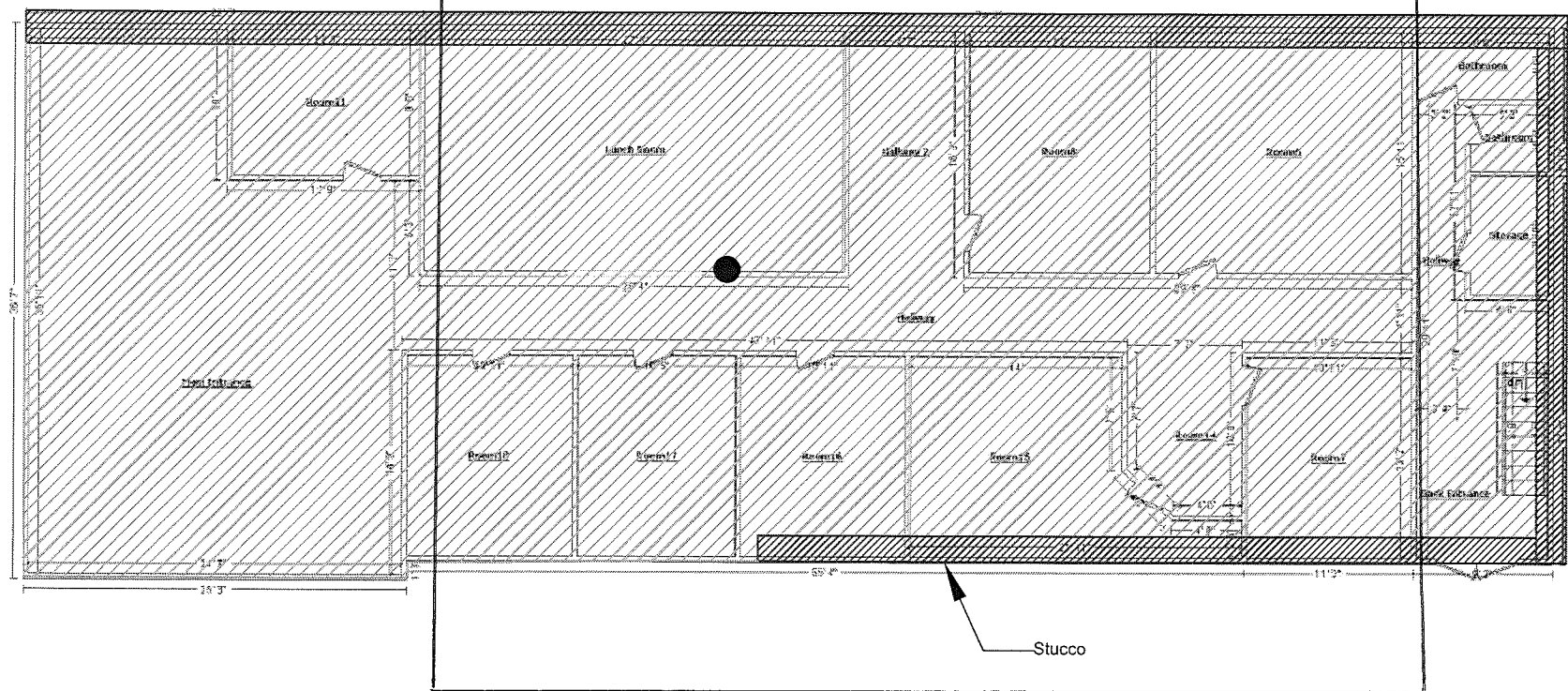
Leigh Lesar
Supplies & Services Co-ordinator

cc: Ed Vildis, Co-Ordinator of Capital Projects
Nick Bisson, Building Services Technician
Rob Fleury, Building Services Technician

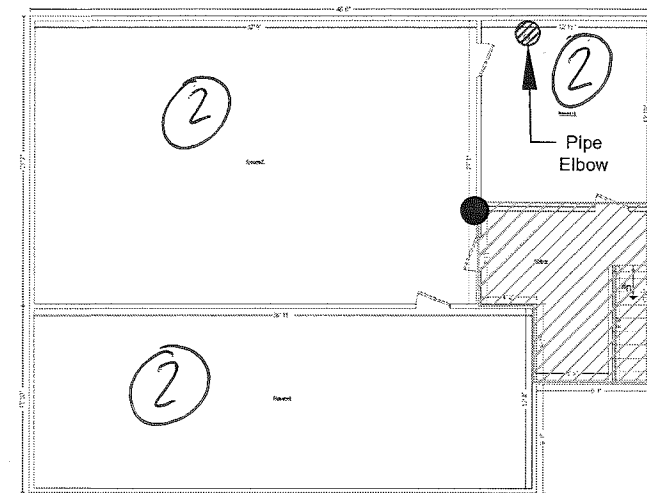


MAIN FLOOR

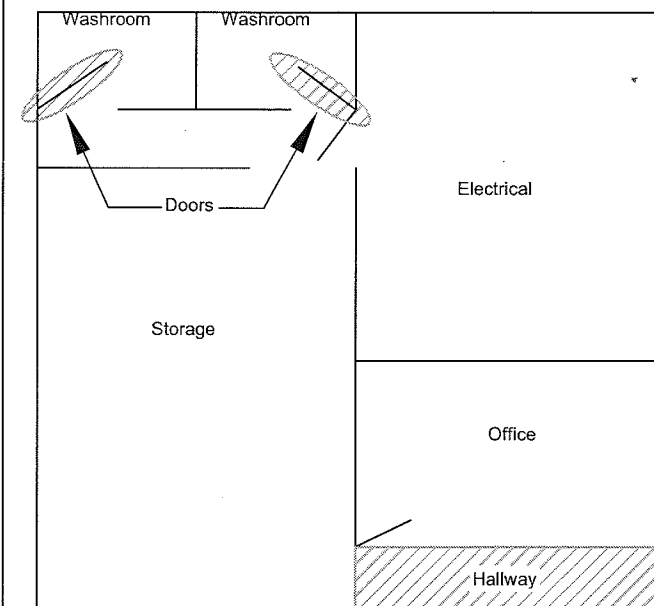
1






NORTH BASEMENT

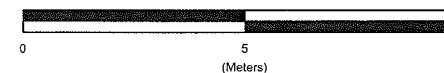


SOUTH BASEMENT



Legend:

-  Lead Containing Paint
-  Asbestos Containing Material
-  Mercury Containing Thermostat



Jun 24, 2013 - 11:28am I:\2013 FILE FOLDER\2013 Enviro\2013 OSS - Mould Abatement and OSS Hwy 144 Chelmsford\50 Project Input\cabin_eve.dwg

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 Sudbury Branch
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 Sudbury, ON P3E 5M4
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REVISIONS		
No.	DESCRIPTION	DATE

CLIENT: CITY OF GREATER SUDBURY
 PROJECT: DESIGNATED SUBSTANCES SURVEY
 3400 HWY 144, CHELMSFORD, ONTARIO
 PROJECT NO.: SUD-00003213AE

TITLE: 3400 HIGHWAY 144, CHELMSFORD, ON
 Potentially Hazardous Materials Locations
 DATE: JUNE 2013
 SCALE: AS NOTED
 DWG NO.: 1



2013-11-06

TO: ALL BIDDERS

SUBJECT: ADDENDUM NO. 1, CONTRACT GDD13-51, TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144, CHELMSFORD

The following information, amendments and revisions shall constitute Addendum No. 1 dated November 6th, 2013, and shall form an integral part of the Tender Documents and where applicable, shall supersede requirements of other Tender Documents.

General Contractors shall bring this addendum to the attention of all sub trades and suppliers from whom they may be receiving quotations.

Q1) The above mentioned contract states that will be held Mould remediation, but in the scope of work states removal of hazardous materials according to the report attached. In the report there is asbestos and lead as well. Can you please clarify if it will be asbestos and lead abatement in this contract?

A1) This contract is for mould remediation only. There is no asbestos and lead abatement.

Please ensure you confirm receipt of this addendum on the Addendum Acknowledgement Form as per Item 14, of Schedule C to By-law 2006-270 and that the form is returned with your Proposal submission. Further, you are acknowledging that you have received and taken this information into consideration when preparing your bid.

Yours truly,

Leigh Lesar
Supplies & Services Co-ordinator

cc: Ed Vildis, Co-Ordinator of Capital Projects
Nick Bisson, Building Services Technician
Rob Fleury, Building Services Technician



THE CITY OF GREATER SUDBURY

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION
AT 3400 HWY. 144, CHELMSFORD**

Issued by the
Supplies & Services Section
Finance Division
On Behalf of
Capital Projects
Growth and Development Department

**AGNES BECK, CSCMP, CPP
MANAGER OF SUPPLIES & SERVICES/PURCHASING AGENT**

**Document /drawing pick up:
\$25.00 plus HST = \$28.25
(Non-Refundable)**

2013-10-31

TO: ALL BIDDERS

SUBJECT: CONTRACT GDD13-51, TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144, CHELMSFORD

The City of Greater Sudbury is requesting tenders for all materials and labour necessary for removal of Mould at 3400 Hwy. 144, Chelmsford

A **mandatory** site meeting will take place at **10:00 am, on Thursday, November 7th, 2013** at the 3400 Hwy. 144 Chelmsford. Only those bidders who attend this mandatory meeting will be allowed to submit a tender this project. Attendance will be taken.

Tenders must be submitted using the address label sheet provided to the City of Greater Sudbury, Supplies & Services Section, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury **NO LATER THAN 1:30:00 p.m., (our time) on Thursday, November 21st, 2013.**

Tenders will be opened by the Tender Opening Committee, the same day at 2:30 p.m., in Committee Room C-21, 2nd floor, and Tom Davies Square. Results from the opening will be posted to the City's website by end of business day at (4:30 p.m.) **on Thursday, November 21st, 2013.**

Communications

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective vendors **MUST BE** in written format via email or fax. To facilitate comprehensive responses, Bidders are encouraged to email their questions as soon as possible to tenders@greatersudbury.ca. The deadline for questions is **4:00 p.m., Thursday, November 14th, 2013**. No verbal instructions or verbal information to Bidders will be binding on the CGS. **Your point of contact for this contract is Leigh Lesar, Supplies & Services Co-Ordinator, 705-674-4455, Ext. 2500. Do not contact any other staff persons, other than the Supplies & Services staff regarding this tender.**

The lowest or any tender not necessarily accepted.

Yours truly,



Leigh Lesar
Supplies & Services Co-ordinator








Cc: Danielle Braney, Director of Asset Services
Ed Vildis, Capital Projects Coordinator
Nick Bisson, Building Services Technician
Rob Fleury, Building Services Technician

City of Greater Sudbury, Supplies & Services Section, 200 Brady St., Box 5000, Stn. "A", Sudbury, ON P3A 5P3

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144, CHELMSFORD**

CHECKLIST

The following checklist has been included to ensure that all of the City's requirements are met:

1. Bidders are requested to provide one (1) original of their tender, including an Original signature of the signing authority. 
2. A bid deposit in the amount of **\$5,000.00** in the form of a certified cheque, money order or irrevocable letter of credit has been included with your tender submission. **The successful Bidders deposit will be held and will serve as a performance guarantee for the duration of the contract.** 
3. Ensure the Addendum Acknowledgment Form has been completed and submitted if any addenda have been issued. Failure to complete this section when addenda have been issued may render your tender as non-compliant. 
4. The Instruction to Bidders, Specifications and Scope of Work has been carefully reviewed and all requirements have been submitted with your tender. 
5. The declaration of accessibility compliance form has been submitted with your tender. 
6. The project will commence immediately upon award and MUST be completed within 4 weeks. 
7. The successful bidder will issued a **Purchase Order Contract** for this work. Payment for this contract will be lump sum and made once the project has been completed to the City's satisfaction. Note: There will be no holdbacks on this contract. 
8. The Fair Wage Policy is **not** applicable to this tender. 
9. Bidders are requested to submit a valid WSIB Clearance Certificate with their tender submission. 
10. The Declaration of Accessibility Compliance form has been submitted with your tender. 
11. Items 9 and 10, 10a & 10b of Schedule C to By-law 2006-270, as amended are **not applicable** to this tender. 



THE CITY OF GREATER SUDBURY

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION
AT 3400 HWY. 144, CHELMSFORD**

INSTRUCTIONS TO BIDDERS

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

The undersigned hereby bids to perform or supply the work covered by this Tender/Proposal and must conform to the City Purchasing By-Law 2006-270.

1. DEFINITIONS

In this Proposal, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

- a) "City" means The City of Greater Sudbury;
- b) "Bidder" or "Tenderer" or "Proponent" means the individual, firm, company or Corporation submitting Tender/Proposals to the City;
- c) "Work" means any of the under-noted or any combination thereof;
 - (i) supply or provision of articles or materials;
 - (ii) supply of labour;
 - (iii) performance of functions or tasks;
 - (iv) provision of services;
 - (v) equipment operated or not operated; or
 - (vi) construction or repairs as specified;
 - (vii) security deposit
- d) "Total Acquisition Cost" means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all non refundable taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid.

2. CLOSING DATE FOR TENDER

The subject tender must be submitted using the address label sheet provided to the City of Greater Sudbury, Supplies & Services Section, 2nd Floor, Tom Davies Square, 200 Brady Street, Sudbury **NO LATER THAN 1:30:00 p.m., (our time) on Thursday, November 21st, 2013.**

3. SCOPE OF WORK

Removal of hazardous materials at the former Chelmsford Town Hall located at 3400 Hwy 144, Chelmsford. The removals will be conducted according to the most recent applicable regulations and under the supervision of the CGS' third party consultant.

Attached is the Designated Substance Survey from EXP consultants.

The successful bidder will be issued a **Purchase Order** Contract for this work. Payment for this contract will be lump sum and made once the project has been completed to the City's satisfaction. Note: There will be no holdbacks on this contract.

The work will commence upon award and will be completed within 4 weeks of contract award.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

4. COPIES OF TENDER

Bidders are to submit **one (1)** complete Tender as an "Original" which includes an "Original" signature of the signing authority,

5. TENDER BID FORM

The tender bid form provided must be used or your tender may be rejected.

6. ADDENDA

Bidders may, during the Tender/Proposal period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the Tender/Proposal documents.

A copy of all Addenda shall be either hand delivered, sent by courier, electronic correspondence, or fax, to each prospective Bidder who has taken out document and registered as plan taker on the City's website. Also, notice of the addenda will be posted on the City's Web Page.

Where an addendum must be issued later than two days prior to the specified closing date, the closing date may be extended to allow four working days between the issuance of the addendum and the revised closing date. **This extension of the closing date is optional and shall be used as required.**

Addenda will be issued under the following circumstances:

- a) Interpretation of Tender/Proposal documents as a result of questions from prospective Bidders;
- b) Revision, deletions, additions or substitutions of any portion of Tender/Proposal documents.

All such changes as addressed in the addenda shall become an integral part of the Tender/Proposal documents and shall be allowed for in arriving at the Tender/Proposal price.

(Only applicable if the document is posted on the City's web) In order to view Addendums on the City's website, you must download the original document and the Addendum will appear at the beginning.

7. COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of tenders to the City of Greater Sudbury, or any work performed in connection therewith shall be borne by the bidder. No payment will be made for any tender received or for any other effort required or made by the bidder prior to commencement of work as defined by the tender approved by the City of Greater Sudbury.

CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD

INSTRUCTIONS TO BIDDERS

8. WHEN BIDS EXCEED ESTIMATES

Re-tendering should be avoided when the bids exceed the estimate and the bid results have been read out at a Public Tender opening as the cost of re-tendering is very high. Therefore, we reserve the right to negotiate with the lowest formal Bidder.

9. PRESENTATIONS

The City of Greater Sudbury may require bidders to give a presentation in support of their tender.

10. WORK LOCATION -

3400 Hwy 144, Chelmsford

11. GENERAL CONDITIONS, STANDARD SPECIFICATIONS & DRAWINGS

Plans and specifications, if applicable, will be attached. All work shall be carried out in accordance with the Ontario Building Code and current Specifications and Drawings.

All tenders/proposals shall remain valid and open for acceptance for a period of ninety (90) days from the tender/proposal closing. Bidders shall ensure that sub-trade and supply quotations are valid for a sufficient length of time to accommodate the above-noted validity period.

12. CLOSING DATE AND OPENING OF TENDERS

Tender/Proposals shall be prepared on the forms provided and are to be sealed and submitted in the tender envelope provided or using the address label sheet provided and identified as a Tender/ Proposal for the contract concerned on the Tender/Proposal envelope. The Tender/Proposal(s) will be opened by the Tender Opening Committee of the City of Greater Sudbury. Bidders need not be present at the opening of the Tender/Proposals unless specifically invited for the purpose of explaining some detail pertaining to their bid. Tender/Proposal Opening Results may be posted to the City's Web Page at www.greatersudbury.ca. Bidders will be advised by letter of the acceptance, or otherwise of their tender, as soon as the contract has been finally awarded.

13. SUB-CONTRACTORS/PARTNERS

When a sub-contractors list is requested as part of the information required when submitting a tender document, it must be included with your submission **at the time** that your tender package is being submitted or your bid will be rejected.

14. Invoicing Instructions

The successful bidder will be required to make reference to the Contract Number (**GDD13-51**) and the Purchase Order Number, once assigned, on all invoices relating to this Tender. Failure to indicate the Contract Number and/or Purchase Order Number may result in the delay or non-payment of invoices for this Contract. Invoices can be sent via email to accounts.payable@greatersudbury.ca or by mail Attention: Accounts Payable, PO Box 5000, 200 Brady Street, Sudbury, ON P3A 5P3.

INSTRUCTIONS TO BIDDERS

15. SUBSTITUTIONS

Where, if pursuant to the contract documents, the Bidder is required to supply an article or group of related articles designated by trade or suppliers name followed by the words or approved equal or similar such terminology, the Tender/Proposal shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and “approved equal” will be made prior to acceptance of the Tender/Proposal.

No substitutions shall be made without the prior written approval of the appropriate General Manager or their designate.

No Tender/Proposal price shall be based on a presumed acceptance by the appropriate General Manager or their designate of a substitute item or supply.

16. TIPPING FEES

Tipping fees for materials removed will be paid by for by the CGS. All tickets related to this job only will be paid for at the landfill site by the contractor and the weigh tickets will be submitted to the CGS for payment to the contractor. The material going to the landfill will be monitored internally.

17. TAXES, DUTIES AND FREIGHT

Where applicable, the City of Greater Sudbury will be pay HST on taxable purchases. More information on the implementation of HST can be found at www.Ontario.ca/taxchange or www.cra.gc.ca.

All prices shall be provided in Canadian Funds; inclusive of all applicable customs duties, levies and taxes, except for HST.

Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

18. PERMITS/LICENCES/APPROVALS

Unless otherwise expressly agreed by the City in writing, the successful bidder shall be responsible for applying for, obtaining and maintaining, at its own cost (other than Municipal Site Plan Approval or Committee of Adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of Services in accordance with the Contract and shall not do or suffer to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the Successful bidder is called to any such violation on the part of the successful bidder, or of any person employed or engaged by the successful bidder, the successful bidder shall immediately desist from and correct such violation.

Further, upon completion of work, the Bidder must furnish final certificates of approval by the inspecting authority

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

19. AWARD

The City reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender/Proposal, and to award contracts to one or more Bidders submitting identical Tender/Proposals as to price; to reject any and all Tender/Proposals or in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the City will be served.

Should the City receive only one (1) Tender on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Bidder.

The City reserves the right to make awards within ninety (90) days from the date Tender/Proposals are opened, unless otherwise specified in the Tender/Proposal, during which period Tender/Proposals shall not be withdrawn unless the Bidder distinctly states in his Tender/Proposal that acceptance thereof must be made in a shorter specified time.

A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Tender/Proposal. All work must be scheduled and approved by the proper City employee at the appropriate City facility. The lowest or any Tender/Proposal not necessarily accepted.

20. EXECUTION OF CONTRACT

The Bidder agrees that, notwithstanding anything to the contrary in this Contract, that a maximum of ninety (90) days shall be allowed between the date that Tender/Proposals are opened and the date that a Tender/Proposal is awarded, cancelled, or recalled.

Following contact award, the City shall notify the successful Bidder that his Tender/Proposal had been accepted. The formal contract agreement will be sent to the successful Bidder in person or by mail, with instructions on how to properly complete and sign the document.

The successful Bidder is to be allowed not more than fourteen (14) days from receipt of the document for execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Tender/Proposal Deposit.

There shall be no variation or substitution from this Tender/Proposal unless approved in writing by the Manager of Supplies and Services or his designate.

Receipts of the goods, materials, equipments, work or service shall not waive any of the terms and conditions hereof. Defective goods, materials or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the City to cancel this Tender/Proposal without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time to be of the essence of this Tender/Proposal.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

21. ASSIGNMENT

It is mutually agreed and understood that the Bidder shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract to any other person, firms, company or Corporation without the previous written consent of the appropriate General Manager or designate.

22. PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be scheduled with the successful Bidder, following contract award. The Bidder will be required to submit to the City the following information at that time, namely:

- a) A construction "Progress Schedule" indicating clearly the proposed order and time allowance for various phases of the work in sufficient detail to show weekly progress.
- b) A listing of sub-contractors and suppliers that the Bidder wishes to utilize for completing work on the contract.
- c) Requirements for Building Construction and Renovation Contracts: the successful Bidder(s) must provide a copy of a current City of Greater Sudbury Electrical and/or Plumbing License for any Bidders who plan to carry out the work as outlined in the contract specifications. Licenses must be provided at the pre-construction meeting.

23. WORKERS' SAFETY AND INSURANCE

Bidders are requested to submit, with their tender, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following:
 - i) Workplace Safety & Insurance Board Firm Number
 - ii) Workplace Safety & Insurance Board Account Number
 - iii) a "Clearance Certificate" issued by WSIB indicating that the Bidder's account is in good standing.
- b) The Bidder understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations and the City's Health Safety policies will be strictly adhered to at all times.
- c) The Bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

Hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.
- d) The WSIB does recognize "Independent Operators" in the construction industry. This individual will have the following characteristics:
 - offers services to various firms; reports to the government as a self-employed business (Revenue Canada/GST); owns and operates his/her equipment.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

23. WORKERS' SAFETY AND INSURANCE (CONTINUED)

This person therefore is not automatically covered for WSIB purposes. This person must contact WSIB for a "worker status ruling" as an independent operator and subsequently provide the City with a copy of the letter from the WSIB.

24. CONTRACT GUARANTEE AND INSURANCE

The Bidder hereby agrees on acceptance,

- a) to perform this contract in accordance with the terms hereof;
- b) to save the City, its agents or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Bidder is not the patentee, assignee or licensee;
- c) to guarantee the work for a period of one (1) year unless otherwise specified herein, such guarantee to be against defective material or workmanship and to make good any consequential damage as a result of such damage or defect or repairs;
- d) to furnish adequate protection from damage for all work, to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other persons;
- e) to pay for all permits, (with the exception of Building Permits), licenses and fees and to comply with all by-laws and regulations of the City and other lawfully constituted authorities and with all relevant statutes or regulations;
- f) must carry Comprehensive General Liability (bodily injury and property damage) in the amount of **five million (\$5,000,000) dollars** unless otherwise stated. The Comprehensive General Liability Insurance will include coverage for completed operations and contractual liability under this contract. The successful Bidder will be required to provide the City with insurance certificates evidencing the Bidder's compliance certificate of insurance and insurance policies must clearly state that the City of Greater Sudbury as an additional name insured. Before commencement of the work, the Bidder shall provide the City with a certified copy of the insurance.
- g) must carry Environmental Liability Insurance in the amount of \$2 Million per occurrence.
- h) The Liability Insurance must cover the use of explosives prior to such use when the work involves the use of explosives. The Bidder shall be solely responsible for all damage, loss or costs resulting directly or indirectly from the use of explosives. The Bidder shall indemnify and save harmless the City of Greater Sudbury from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the use of explosives.

With respect to the Comprehensive General Liability Insurance, the City of Greater Sudbury must be added as additional insured.

The certificate(s) of insurance and copies of insurance policy(ies), each stating that this insurance is the primary insurance for purposes of the Bidder's General Liability and property damage and any other claims against the City, must be filed with the General Manager of Infrastructure Services within fourteen (14) days of official notification of contract award. The City of Greater Sudbury reserves the right to approve all Certificates of Insurance.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

24. CONTRACT GUARANTEE AND INSURANCE (CONTINUED)

This policy must contain a "No Exclusion for Blasting Clause".

The insurance coverage noted shall be maintained in force throughout the term of the contract. The policy shall provide the City 30 days written notice of any cancellation. The Bidder shall be responsible for deductible amounts under the policies.

All risk property insurance shall be in joint names of the Bidder and the City insuring not less than the sum of the amount of the contract price. The coverage shall be maintained continuously until 10 days after the date of the final certificate of payment.

Automobile Liability Insurance:

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than **two million (\$2,000,000)** insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the Bidder and endorsed to provide the City with not less than 30 days notice in writing in advance of any cancellation.

- i) to comply with the provisions of the Occupational Health and Safety Act, Regulations and the City of Greater Sudbury Health and Safety Policies, and the Bidder further agrees that the City shall be at liberty to terminate this contract or halt all or any part of the work there under without incurring any liability to the Bidder, should the Bidder be in breach of the aforesaid Act, Regulations or Policies;
- j) to save the City, its agents or employees, harmless from liability of any kind to the Worker's Safety and Insurance Board arising out of the performance of this contract;
- k) to employ only licensed tradesmen where so required by law and to furnish satisfactory proof thereof when required by the City.
- l) Supervision:

The Bidder shall keep the Contract under its control and shall not assign, transfer or sublet any portion without first obtaining the approval of the City. The consent of the City to any such assignment, transfer, or subletting shall not relieve the Bidder of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the contract. The Bidder shall receive all notices, communication, orders, instructions, or legal service as if it were performing the work with its own equipment and personnel.

The Bidder shall exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the Bidder any orders or communications relating to the work. Any supervisor or worker who is not acceptable to the City, by reason of incompetence, improper conduct, etc., shall be replaced by the Bidder forthwith.

The Bidder shall abide by the hours of work for occupations involved in accordance with the law of the Province of Ontario or Government of Canada.

For your convenience, the Certificate of Insurance can be downloaded from the City's Web Page at www.greatersudbury.ca.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

24. BID DEPOSIT/PERFORMANCE GUARANTEE

a) Each bidder shall submit with their tender a **Certified Cheque, or Money Order or Irrevocable Letter of Credit in the amount of \$5,000.00** which will be held and will serve as a performance guarantee until the project has been completed to the City's satisfaction

Note: Items 9, 10, 10a & 10b contained in Schedule C to By-law 2006-270, as amended are **not applicable** to this tender as bonding is not required.

The Tender/Proposal deposit of the lowest or successful Bidder shall be retained by the Owner until the contract has been successfully executed and all terms have been fulfilled. This is normally 60 days after award has been made.

Bidder deposit cheques will be returned to unsuccessful Bidders no later than two weeks after the contract award.

A bid deposit from any previous contract is not an acceptable alternative for the bid deposit requested.

The successful Bidder may substitute an Irrevocable Letter of Credit from a Chartered Bank in place of the Certified Cheque. The Irrevocable Letter of Credit should be on the City's form, attached.

Failure to submit the Tender/Proposal deposit in the manner hereinbefore set out will cause a Tender/Proposal to be rejected as an incomplete Tender/Proposal.

If, in the opinion of the Manager of Supplies & Services, General Manager or designate, the Bidder refuses or neglects to perform the work required under this specification in an orderly manner without delay, The City of Greater Sudbury may cancel the contract and demand forfeiture of the monies represented by the deposit cheque and the said City of Greater Sudbury may make such other arrangements for the continuation of the contract as may be deemed advisable and in the best interest of the said City.

Upon such cancellation of the contract, the Bidder shall be entitled to payment for that portion of the work which, in the opinion of the Manager of Supplies & Services, he has completed on the date of cancellation.

In the event of default or failure on the Bidder's part so to do, the Bidder agrees that the City shall be at liberty to retain the surety or sureties, cash, certified cheque, letter of credit, or bid bond deposited by the Bidder to the use of the City and to accept the next lowest or any Tender/Proposal, or to advertise for new

Tender/Proposals, or to carry out the work in any other way it may deem best and the Bidder also agrees to pay the City the difference between this Tender/Proposal and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such action on the part of the City, including the cost of advertisement for new Tender/Proposals, and to indemnify and save harmless the City and its officers and servants from all loss, damage, cost, charges and expenses which it or they may suffer or be put to by reason of any such default or failure.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

25. PERFORMANCE GUARANTEE (not applicable)

If submitting Option 33a) the successful Bidder shall supply, within ten (10) days of written notification by the Owner of the acceptance of his Tender/Proposal, guarantee bonds made in favour of the City of Greater Sudbury, as follows:

- | | | |
|----|----------------------------------|-------------------------------------|
| 1. | Performance Bond | 100% of the Stipulated Sum Contract |
| 2. | Labour and Material Payment Bond | 100% of the Stipulated Sum Contract |

Delivery by the Bidder to the Owner of such Bonds shall be a condition precedent to formalization of a contract.

Costs of such bonds shall be included in the Stipulated Sum bid.

26. RISK

The work shall remain at the risk of the Bidder until delivery of the work covered by this Tender/Proposal.

27. MATERIALS/EQUIPMENT

CSA or ESA Approval or other approved Agencies - all electrical equipment and component parts must be Canadian Standard Association (CSA) approved or Electrical Safety Authority (ESA) approved or other approved agencies.

- a) All materials required by the Bidder in carrying out the terms of this contract shall be supplied at his expense.
- b) The Bidder shall make or cause to be made and shall maintain an inventory of all hazardous materials and all hazardous physical agents that are present in the materials utilized by the Bidder in carrying out the terms of this contract, in accordance with the Occupational Health & Safety Act, as amended and the Controlled Products Regulations under the Workplace Hazardous Materials Information System, as amended.
- c) The Bidder shall ensure that:
 - (i) every container utilized in carrying out the terms of this contract that contains hazardous material is and remains labeled in the prescribed manner.
 - (ii) an unexpired material safety data sheet, containing such information and in such form as may be prescribed by the above-noted legislation or any other such legislation, is obtained or prepared by the Bidder, and;
 - iii) and material safety data sheets required by Clauses (i) & (ii) are made available by the Bidder in compliance with the above-noted legislation or any other such legislation.
- d) The bidder will meet current and applicable standards of the Occupational Health & Safety Act, Regulations and the City of Greater Sudbury Health and Safety Policies.
- e) Bidder is responsible for Pre-Start Health & Safety Review.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

28. PAYMENT

Where there is a question of non-performance involved, payment in whole or in part will be withheld against which to charge back any adjustment required.

No money shall become due or be payable under this contract unless and until a certificate therefore shall have been signed by the said Manager of Supplies and Services, General Manager or designate, the possession of which is hereby made a condition precedent to the right of the Bidder to be paid or to maintain any action for such money or for any part thereof.

Progress Payment - will only be provided if it is part of the contract and the terms are agreeable to both the Bidder and the City.

29. QUANTITIES

Where quantities are set out in a Schedule of Unit Prices which forms part of the contract documents, it is pointed out that these quantities are approximate only and are given as a basis for comparing Tender/Proposals only.

Payment will be based on the final quantities used. In the case of an error in extending the unit prices, the unit price shall be used to determine the corrected Tender/Proposal price.

The prices bid by the Bidder shall include all costs incurred as a result of carrying out the work under winter conditions.

Contingency Allowance: Must be included in the bid price and will not be accepted as an addition unless through a change order.

30. CANCELLATION OR DELETION

The City reserves the right to reject any or all Tender/Proposals and the lowest or the highest, as the case may be, will not necessarily be accepted.

The City reserves the right to cancel or delete any portion of the work and the Bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The City, in its unfettered discretion, may declare a specific work not within the intent of this contract because of scope or quantity and reserves the right to call and let a separate Tender/Proposal for a similar work covered hereby and the Bidder acknowledges such right and waives any claim for the City's exercise thereof in good faith.

Notwithstanding the acceptance of a Tender/Proposal or the awarding of the contract by the Manager of Supplies and Services, the contract shall not become effective and shall not be binding upon the municipality until a written contract embodying the instructions, specifications, terms and conditions set out in the Tender/Proposal documents and the accepted Tender/Proposal of the successful Bidder, has been signed by the Manager of Supplies and Services/Purchasing Agent.

In the event of strikes, accidents or unexpected events causing stoppage of work, the City reserves the right to suspend this contract.

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

31. WITHDRAWAL OF OFFER

A bidder may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the bidder wishing to withdraw from a particular Tender must attend at the Purchasing Agent's office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the bidder, signed by a principal, withdrawing the Tender. The Agent and Treasurer together shall then open the Tender Box, retrieve the withdrawn Tender and hand it back unopened to the bidder. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and Treasurer, placed into the Tender Box and the Tender Box re-locked.

The withdrawal of a tender does not disqualify a bidder from submitting another tender for the same contract provided that all of the tender procedures are observed and the new bid is deposited in the Tender Box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) Tender from the same bidder may result in the disqualification of the bidder.

The Tender Deposit shall be forfeited to the City when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

32. INDEMNIFICATION (HOLD HARMLESS)

The successful bidder shall indemnify and hold harmless the City of Greater Sudbury, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City of Greater Sudbury and against all loss, liability, judgments, claims, suits, demands or expenses which the City of Greater Sudbury may sustain, suffer or be put to resulting from or arising out of the Successful bidders failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful bidder, its agent, officials and employees.

33. THE BIDDER/PROPONENT DECLARES THAT:

- a) No person, other than the Bidder has any interest in this Tender/Proposal or in the contract proposed to be entered into.
- b) This Tender/Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a Tender/Proposal for the same work, and is in all respects fair and without collusion or fraud.
- c) That several matters stated in the said Tender/Proposals are in all respects true.
- d) The Bidder has carefully examined the locality and site of the proposed works, and offers to enter into a contract and to do all the work, on the terms and conditions, and under the provisions herein set forth, and to accept full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this Tender/Proposal is to continue open to acceptance until this Tender/Proposal is executed on behalf of the City and that the City may at any time without notice, accept this Tender/Proposal whether any other Tender/Proposal has been previously accepted or not, and the Bidder hereby agrees that if the Bidder withdraws this

33. THE BIDDER/PROPONENT DECLARES THAT: (CONTINUED)

Tender/Proposal before the City shall have considered the Tender/Proposal and awarded a contract, the amount of the deposit on this Tender/Proposal shall be forfeited to the City.

- e) No member of Council or employee of the City has any pecuniary interest, direct or indirect in this Tender/Proposal.
- f) The Bidder as well as his heirs, executors, administrators, successors and assigns are deemed to forfeit all claims against the City under the contract including claims for all work done and/or supplies and/or services furnished under it if it should appear that a member of Council or an employee of the City has been given, has, or is at any time given a pecuniary interest direct or indirect in this Tender/Proposal or a contract resulting from this Tender/Proposal.
- g) No payment will be made under a contract resulting from this Tender/Proposal until an Affidavit or a Statutory Declaration has been sworn by the person claiming payment or by such other person as the Council deems acceptable, to the effect that no member of the Council or employee of the City has any direct or indirect, pecuniary interest in such contract or in the money thereby claimed and that the amount of the claim is correct.

34. FREEDOM OF INFORMATION AND PRIVACY ACT

The City of Greater Sudbury will consider all Bidder responses as confidential subject to the limitations set out under the Municipal Freedom of Information and Protection of Privacy Act, 1989

35. GENERIC SPECIFICATIONS

To ensure that there are fair and equitable opportunities to all suppliers to bid wherever possible generic specifications will be used to describe goods or services or the term "brand name" or "equivalent" can be used. Equivalent must be approved equal by consultant or end user, in writing.

*Note: Where the City has standardized on products/equipment that product or equivalent will be used.

36. PRIVILEGE CLAUSE

Council, the Manager of Supplies and Services/Purchasing Agent or a Purchaser, as the case may be, shall, in awarding contracts, have regard to:

- (1) compliance with specifications;
- (2) the total acquisition cost;
- (3) the ability, capacity and skill of the Supplier to perform the contract;

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

INSTRUCTIONS TO BIDDERS

36. PRIVILEGE CLAUSE (CONTINUED)

- (4) whether the Supplier can perform the contract promptly and within the time specified without delay or interference;
- (5) the quality of performance of previous contracts with the City and with others;
- (6) the sufficiency of the financial resources of the Supplier to satisfy the contract;
- (7) the quality, availability and adaptability of the goods and services to the particular use required;
- (8) the ability of the Supplier to provide future maintenance and services; and
- (9) any other specifications included in the contract
- (10) All tenders/proposals or any tender/proposal may be rejected and contract may be awarded to any supplier not necessarily the lowest or highest as the case may be.

37. RECORD AND REPUTATION

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the City may reject summarily any Proposal or Tender from any person where:

- 1) In the opinion of the Council of the City of Greater Sudbury or the Manager of Supplies & Services/Purchasing Agent, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omission(s) of such Bidder/Proponent including but not limited to:
 - a) litigation with the City of Greater Sudbury;
 - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such bidder, after the City has made demand for payment of same;
 - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
 - d) the Bidder refusing to enter into a contract with the City after the bidder or Bidders tender or proposal, bid or quote has been accepted by the City;
 - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Bidder has been awarded the contract by the City;
 - f) act(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be

INSTRUCTIONS TO BIDDERS

37. RECORD AND REPUTATION (CONTINUED)

submitted by the Bidder on a RFP or a Tender; within the five (5) year period immediately proceeding the date on which the RFP/Tender is awarded;

- 2) In the opinion of the Council of the City of Greater Sudbury or General Manager or the Manager of Supplies & Services/Purchasing Agent or designate, there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);
- a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
 - b) the conviction or finding of liability of that person under the *Criminal Code* or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
 - c) the conviction or finding liability of that person under the *Environmental Protection Act*, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business.
 - d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
 - e) the conviction or finding of liability of that person under the *Securities Act* or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

38. VALIDITY OF TENDERS

See Schedule 'C' to Purchasing By-Law 2006-270 as amended, attached hereto.

39. ALL TERMS AND CONDITIONS MUST CONFORM TO THE CITY'S PURCHASING BY-LAW, 2006-270.

INSTRUCTIONS TO BIDDERS

40. ERRORS AND OMISSIONS

The City of Greater Sudbury shall not be held liable for any errors or omissions in any part of this Tender/Proposal. While the City of Greater Sudbury has used considerable effort to ensure an accurate representation of information in this Tender/Proposal, the information contained in the Tender/Proposal is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City of Greater Sudbury, nor is it necessarily comprehensive or exhaustive. Nothing in the Tender/Proposal is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender/Proposal.

41. CONFLICT OF INTEREST

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful bidder, the City may, at its discretion, refrain from awarding the project to the bidder.

The bidder covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The bidder further covenants that in the performance of this contract no person having such known interest shall be employed.

42. EXCLUSIVITY CLAUSE

The City makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement executed with the successful bidder will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

43. COMMUNICATIONS

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective vendors MUST BE in written form at via email or fax. To facilitate comprehensive responses, Bidders are encouraged to email their questions as soon as indicated in the covering letter to tenders@greatersudbury.ca or fax to (705) 671-8118.

No verbal instructions or verbal information to Bidders will be binding on the CGS. **Do not contact any other staff persons except the Supplies & Services Section staff at 705-674-4455, Ext. 2500 regarding this Tender.** This is to ensure that all bidders and proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

Bidders and proponents that do not follow this instruction may be subject to disqualification.

44. RESULTS

The name of the successful bidder and the accepted price shall be deemed public information following the award of the contract; however, unit prices will not be disclosed where tenders were requested as a total contract price. We reserve the right to publish the total bid amounts of the successful bidder and unsuccessful bidders.

45. ENERGY INCENTIVES

The successful bidder will be required to co-operate with the City of Greater Sudbury's Energy Office, to assist in claiming any energy incentives/Grants from the OPA (Ontario Power Authority) or other government bodies.

INSTRUCTIONS TO BIDDERS

46. ELECTRONIC COMMERCE

When bidders are provided with the option of emailing their proposal response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company /partnership signs the proposal bid form via electronic signature.

47. TERMS OF PAYMENT

The terms of payment for all invoices relating to this tender/proposal are net 30 days unless otherwise specified in the document.

48. CONSIDERATION OF APPROVED EQUAL

The decision of the City in determining approved equal status for any item, equipment, material or product shall be final and shall be made only by the City.

49. ANTI-IDLING

The City of Greater Sudbury endeavors to be an environmentally responsible municipal government. We encourage contractors performing on behalf of the CGS to avoid, whenever possible, unnecessary engine idling.

50. ACCESSIBILITY

The City is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder(s).

The Accessibility for Ontarians with Disabilities Act, 2005 can be reviewed at:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

51. DOCUMENT ACCESSIBILITY COMPLIANCE

The City recognizes situations where it is not practicable to present content in an accessible format. In these cases, best efforts are used to provide citizens an accessible alternative or assistance in acquiring the information they need.

However, it should be noted that these should be **exceptional** circumstances - and in most cases, it is in fact practicable to present content in an accessible format.

SCHEDULE "C"

to By-Law 2006-270 as amended, of the City of Greater Sudbury

Page 1 of 2

	IRREGULARITY	RESPONSE
1	Late Bid.	Automatic rejection and not opened or read publicly.
2	Unsealed Envelope.	Automatic rejection.
3	No Bid Security or agreement to bond or insufficient Bid Deposit or agreement to bond.	Automatic rejection.
4	Bids completed and/or signed in erasable medium.	Automatic rejection.
5	All required sections of Bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the incomplete nature is trivial or insignificant.
6	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the qualification or restriction is trivial or not significant.
7	Bids received on documents other than those provided or specified by the City.	Automatic rejection.
8	Bids Containing Clerical Errors, which are trivial or insignificant.	48 hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor
9	Failure to execute Agreement to Bond (Surety's Consent) or Bonding company corporate seal or signature missing from Agreement to Bond.	Automatic rejection.
10 (a)	Failure to execute Bid Bond by Bidder and Bonding Company.	Automatic rejection.
(b)	Corporate seal of the Bidder and Bonding Company, missing.	48 hours to correct.
11	Documents - Execution	
(a)	Corporate seal or signature missing; signatory's authority to bind the corporation or signature missing.	48 hours to rectify situation.
(b)	Corporate seal and signature missing; signatory's authority to bind the corporation and signature missing.	Automatic rejection.

SCHEDULE "C"

to By-Law 2006-270 as amended, of the City of Greater Sudbury

Page 2 of 2

	IRREGULARITY	RESPONSE
12	Erasures, Overwriting or Strike-Outs which are not initialed:	
(a)	uninitialled changes to the Tender documents, other than unit prices, which are trivial or not significant;	48 hours to initial. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent. General Manager in charge of the Bid Solicitation and the City Solicitor.
(b)	unit prices in the Schedule of Prices have been changed but not initialed and the Contract totals are consistent with the price as changed;	48 hours to initial change in unit price. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor.
(c)	unit prices in the Schedule of Prices which have been changed but not initialed and the Contract totals are inconsistent with the price as changed;	Automatic rejection.
13	Mathematical errors which are not consistent with unit prices.	48 hours to initial corrections as made by the Supplies and Services Division.
14	Bids, in which all necessary Addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
15	Any other irregularities.	The Agent, General Manager in charge of the Bid Solicitation and the City Solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant.

SAMPLE ONLY

IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. _____ Amount: \$ _____

Initial Expiry Date: _____

TO: The City of Greater Sudbury
P.O. Box 5000, Station 'A'
Sudbury, ON P3A 5P3

WE HEREBY AUTHORIZE YOU TO DRAW ON THE

(Name of Bank and Branch)

(of _____, _____)
City Postal Code

for the account of _____
(Bank Customer)

UP TO THE AGGREGATE AMOUNT OF _____
(Dollar Amount, Canadian)

\$ _____, Payable on Demand.
(available on demand as follows)

PURSUANT TO THE REQUEST OF our customer _____
(Bank Customer)

we the _____,
(Name of Bank)

hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of _____ as required pursuant to an Agreement made between the City of Greater Sudbury and _____ which may be drawn in whole or in part by you at any time, and

from time to time, upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have the right as between yourself and the (our) said customer to make such demand, and without recognizing any claim of our said customer, (or objection by customer of payment to you).

WE UNDERSTAND THAT THIS LETTER OF CREDIT relates to services to be performed pursuant to an agreement between the customer and yourself and referred to as the

(Name of Project or Contract Name and Number)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing (given to us) to the undersigned from time to time by you.

It is understood that this obligation is between the _____
(Bank Name)

and the City of Greater Sudbury and any notice referred to in the preceding paragraph shall not be used for any other purpose than herein set forth.

It is understood that the obligation of the undersigned under this Letter of Credit is an obligation to pay money only and that in no circumstances shall the _____
(Bank Name)

be obliged to perform or cause to be performed any work under the said Agreement.

THIS IRREVOCABLE LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment for year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

The demand drawn under this Irrevocable Letter of Credit is to be endorsed and shall state on its face that it is drawn on

(Bank Name) (Bank Address)

Irrevocable Letter of Credit # _____, dated _____.

DATED AT _____, Ontario, this _____ day of _____, 20__.

COUNTERSIGNED

BY:

(Name of Bank)

Per: _____

"I have the authority to bind the (Name of Bank/Caisse Populaire/Credit Union)".

Per: _____

"I have the authority to bind the (Name of Bank/Caisse Populaire/Credit Union)".

Certificate of Insurance - Contractors
This is to certify that the insured, named below is insured
as described below.

Name of Insured	Telephone Number (Area Code)
-----------------	------------------------------

Insured's Address	City	Postal Code
-------------------	------	-------------

Contract Title and Number To Which This Certificate Applies

Full Description of Work

LIABILITY	INSURER'S NAME	POLICY NUMBER	EFFECTIVE DATE yr mo day	EXPIRY DATE yr mo day	LIABILITY LIMITS (Bodily Injury & Property Damage-Inclusive)	<i>DEDUCTIBLE</i>
Commercial General Liability					\$	\$
Umbrella/Excess <input type="checkbox"/> Follow Form Auto <input type="checkbox"/> Follow Form Liability					\$	\$

Commercial General Liability Includes: Occurrence Basis, including Personal Injury, Property Damage, Broad Form Property Damage (including Completed Operations), Contractual Liability, Non-Owned Auto Liability, Operations Performed by Sub-Contractors, Employees As Additional Insureds, Products-Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY:

<input type="checkbox"/> CCDC Compliance	<input type="checkbox"/> Total Pollution Exclusion	<input type="checkbox"/> Standard Pollution Exclusion	<input type="checkbox"/> Limited Pollution Coverage (120 Hour)
<input type="checkbox"/> Hot Process Roofing Exclusion / Restriction	<input type="checkbox"/> Off-Premise Welding Exclusion	<input type="checkbox"/> Off-Premise Welding Limit \$	

CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY: *(When NOT Performed By Sub-Contractors)*

<input type="checkbox"/> Underpinning Coverage	<input type="checkbox"/> Pile Driving Coverage	<input type="checkbox"/> Demolition Coverage	<input type="checkbox"/> Blasting Coverage	<input type="checkbox"/> Collapse
--	--	--	--	-----------------------------------

The CITY OF GREATER SUDBURY and the SUDBURY AIRPORT COMMUNITY DEVELOPMENT CORPORATION has been added as an additional insured to the above policies but only with respect to their interest in the operations of the Named Insured.

OTHER POLICIES	INSURER'S NAME	POLICY NUMBER	EFFECTIVE DATE yr mo day	EXPIRY DATE yr mo day	LIMITS OF COVERAGE
Motor Vehicle Liability "All vehicles owned or operated by the insured"					\$
Builder's Risk					\$
Environmental Impairment Liability					\$
Asbestos Abatement					\$
Mold Remediation					\$
Professional Liability					\$
Watercraft					\$
Other					\$

This certifies that the policies of insurance described above have been issued by the undersigned to the Insured named above and are in force at this time. If cancelled or materially changed in any manner that would affect the CITY OF GREATER SUDBURY as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice with the exception of motor vehicle liability being fifteen (15) days prior written notice, by registered mail or facsimile transmission will be given by the insurer(s) to:

CITY OF GREATER SUDBURY, ATTENTION: RISK MANAGEMENT / INSURANCE OFFICER
200 BRADY STREET, P.O. BOX 500, STATION A, SUDBURY, ON, P3A 5P3 FAX: (705) 673-0344

This certificate is executed and issued to the aforesaid City of Greater Sudbury, the day and date herein written below.

Name and Address of Insurance Company or Broker (completing form)	Telephone Number with Area Code	Fax Number with area code
Name of Authorized Representative or Official (Please Print)	Signature of Authorized Representative or Official	Date (Year, Month, Day)



THE CITY OF GREATER SUDBURY

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144
CHELMSFORD**

DESIGNATED SUBSTANCE SURVEY



- **City of Greater Sudbury**

Designated Substance Survey

Type of Document

Final

Project Name

3400 Hwy 144, Chelmsford, ON

Project Number

SUD-00003213A

Prepared By: Liz Lagrandeur, EPt.

Reviewed By: Yves Beuparlant, P.Eng.

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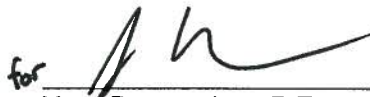
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Chapter 1 – Introduction

1 Introduction

Exp Services Inc. (exp) completed a Designated Substances Survey (DSS) of the building located at 3400 Hwy 144, Chelmsford, Ontario. It is our understanding that the purpose of the Designated Substance Survey was to identify any designated substances or other hazardous materials which may be present prior to scheduled renovation activities.

1.1 Regulatory Requirements

The Occupational Health and Safety Act, R.S.O. 1990, c.0.1, s.30 (1) requires:

“Before beginning a project, the owner shall determine whether any Designated Substances are present at the project site and shall prepare a list of all Designated Substances that are present at the site”.

Designated Substances are defined as any biological, chemical, or physical agent or combination thereof prescribed as a Designated Substance to which exposure of a worker is prohibited, regulated, restricted, limited or controlled.

Section 30 of the Act requires that the list of Designated Substances be provided to prospective contractors and subcontractors working on the site.

The Ministry of Labor Designated Substances are the following:

Acrylonitrile	Isocyanates
Arsenic	Lead
Asbestos	Mercury
Benzene	Silica
Coke Oven Emissions	Vinyl Chloride
Ethylene Oxide	

In addition to the Designated Substances listed above, the Site building was also surveyed for the presence of other Hazardous Materials such as Polychlorinated Biphenyls (PCBs), Ozone Depleting Substances (ODS), Radioactive Materials, and Mould.

This Designated Substance survey report complies with the requirements of the Occupational Health & Safety Act.

1.2 Purpose

The purpose of the survey was to:

1. Determine the presence or absence of Designated Substances and Hazardous Materials; and,
2. Establish the type, location, condition and approximate quantities of Designated Substances and Hazardous Materials.

1.3 Scope of Work

The Designated Substance Survey entailed:

- Visual review of accessible areas of the entire Site building to identify materials which could contain Designated Substances. The Site building remains occupied and as such, this assessment did not involve destructive sampling that could damage the buildings structural integrity (i.e. assessment within walls or plastered [false] ceilings);
- Bulk sampling and analysis of representative materials suspected of containing asbestos;
- Assessment of the condition of the asbestos-containing materials (Hazard Assessment);
- Bulk sampling and analysis of representative paints and finishes suspected of containing lead; and,
- Recommendations for appropriate corrective action where required.

1.4 Background Information on Designated Substances and Hazardous Materials

1.4.1 Asbestos

Asbestos is a generic name that has been given to a group of naturally occurring fibrous minerals. In the past, asbestos was commonly used as a component in building materials such as insulation, fireproofing, and acoustic or decorative panels. Although there are many types of asbestos, the three main forms of commercial importance in Ontario are chrysotile, amosite and crocidolite.

An Asbestos-Containing Material (ACM) is defined by the Ontario Regulation 278/05, the *Regulation respecting Asbestos on Construction Projects in Buildings and Repair Operations* – made under the Occupation Health and Safety Act (O. Reg. 278/05) as a material that contains 0.5 % or more asbestos by dry weight. ACMs are placed into two general classes, “friable” and “non-friable” ACMs. Friable ACMs are those materials that when dry can be crumbled, pulverized and reduced to powder by hand pressure. Typical friable ACMs include acoustical or decorative texture coats, fireproofing, some ceiling tiles, and thermal insulation. Non-friable ACMs are much more durable as they are held together by a binder such as cement, vinyl or asphalt. Typical non-friable ACMs include floor tiles, fire blankets, roofing materials and cementitious products such as wallboards, pipes or siding.

It has been recognized that hazardous situations may exist in buildings where asbestos-containing materials are found. This is especially true where asbestos fibres may become airborne as a result of material aging, physical damage, water damage or air movement. Diseases associated with the inhalation of asbestos fibres include asbestosis, mesothelioma and lung cancer.

In contrast, there is little reason for concern if the asbestos is in good condition, has not been damaged, and is not in a location where it is likely to be disturbed.

1.4.2 Lead

Lead is a pale, silver-grey colored material when freshly cut, but darkens, when exposed to air. Lead may be used in its pure metallic form or combined chemically with other elements. Through various manufacturing processes, lead may be distributed through lead-containing dust, fumes, mists, liquids and as vapors of liquid organic lead compounds. Industrial uses of lead include, smelting and refining, electroplating, and various chemical manufacturing processes.

Lead may be inhaled, ingested or absorbed through the skin. Various body functions are affected by lead. Lead may interfere with the ability to manufacture hemoglobin in the blood. It reduces the kidneys ability to filter wastes from the blood stream. In the gastro-intestinal system, lead poisoning may result in abdominal pain, loss of appetite, vomiting, nausea, constipation and diarrhea. Lead may affect the nervous system, resulting in behavioral changes, impaired vision, hearing loss, brain disorders and peripheral nerve damage causing convulsions, coma, and death.

Heavy metals including primarily lead, cadmium, and mercury were added to paint for various desirable properties such as rust prevention or as a bactericide. When major building renovation or demolition operations are proposed, painted surfaces should be extensively sampled and analyzed to confirm if abatement precautions are required. Under no circumstances should heat be used to remove paint or cutting torches be applied to painted surfaces, as hazardous levels of metals may be released in the fumes.

The regulation Surface Coating Materials made under the Hazardous Products Act suggest that paint is to be considered as containing lead if the lead concentration is equal to or greater than 90 mg/kg (0.009 mg/kg by dry weight). In addition, there are no existing governmental regulations for the control of lead on construction projects, however, a guideline addressing lead on construction projects has been issued by the Ministry of Labor (April 2011).

1.4.3 Mercury

Mercury is a silver-colored heavy metal that is liquid at room temperature. It exists as a pure element and as inorganic mercury compounds. Metallic mercury is used in the following products and operations; batteries, electrical equipment, fluorescent light tubes, mercury vapor arc lamps, dental offices, chlorine products, and jewelry making. Mercuric compounds are found in the following industries: dye and ink manufacturing, explosives and fireworks manufacturing, paint manufacturing, paper manufacturing, photography processing, pesticide production and use, vinyl chloride production, and urethane foam production. Mercury is used in liquid form, but may also be present as a vapor. Mercury compounds may be found in liquid or solid form including dust particles.

Mercury exposure may occur when it is inhaled, ingested or absorbed. Mercury poisoning can damage the nervous system, kidneys, skin, respiratory system, reproductive system and gastro-intestinal system.

1.4.4 Silica

Silica is found as a free crystalline or amorphous material. Free crystalline silica is not bound with a metal atom. It occurs naturally as quartz and in combination with clays, feldspars and other silicates.

Quartz alone constitutes 30% of the earth's crust. Silica is used in several different industries and products such as sandblasting, molds for casting work, manufacture of abrasives, grinding

compounds, paint fillers and mastic, glass, pottery, ceramics, electronic components, fibreglass, steel industries, and quarries.

The primary exposure pathway of silica is through inhalation. A lung disease, silicosis, occurs as a result of the scarring of lung tissue from exposure to the crystalline form of silica.

1.4.5 Vinyl Chloride

Vinyl chloride is a member of a group of chemicals referred to as vinyl halides. It is a gas at standard room temperature and pressure. Vinyl chloride is used extensively in the chemical industry in the production of ethylene oxide as an extraction solvent. This material may be used in its vapor form or solubilized in a liquid.

Exposure may occur through inhalation, ingestion, dermal contact, or eye contact. Short-term exposure to vinyl chloride can cause dizziness, light-headaches, nausea, dullness of visual and auditory responses, drowsiness and loss of consciousness. Irritation of the skin and eyes can also occur. Skin contact with the liquid can cause frostbite. Long term exposure to vinyl chloride can cause thickening of the skin, contact and allergic dermatitis, fatigue, coughing and sneezing, abdominal pain, gastrointestinal bleeding, nausea, vomiting, indigestion, diarrhea, jaundice, weight loss, anorexia, and a cold tingling sensation of the hands and feet.

1.4.6 Acrylonitrile

Acrylonitrile is a translucent liquid that reacts with other chemicals to produce polymers such as resin. Acrylonitrile may also be found in the vapor (gaseous) state in the workplace. It is used in the production of nitrile rubbers, plastics, acrylic fibres, coatings, and adhesives. Industries that use these products include automotive parts, clothing, carpets, plastic and gasket manufacturing.

Workers may be exposed to acrylonitrile through inhaling its vapors and through ingestion. Skin contact can cause itching and rashes. Diseases associated with acrylonitrile exposure are cancer and acute acrylonitrile poisoning (which can be fatal). Symptoms of acute acrylonitrile poisoning include headaches, nausea, diarrhea, and vomiting.

1.4.7 Arsenic

Arsenic is a heavy metal found in low concentrations in the earth's crust. It may be used in elemental form or as a chemical compound.

Principal uses of or exposure to arsenic in industry include, metal workers, refiners (principally associated with copper refining), petroleum refining and herbicides. Exposure is generally via inhalation.

Chronic effects of exposure to arsenic and its compounds include lung cancer, blood disorders, heart failure, bronchitis, and laryngitis. Acute effects include pulmonary neoplasms or bronchitis.

1.4.8 Benzene

Benzene is a very flammable and volatile aromatic organic hydrocarbon. Although usually used in liquid form, it may also be present in vapor (gaseous) form. Benzene is a by-product of the refining of petroleum. It is also used in the manufacture of styrene and synthetic rubber, adhesives, sealants, paints, paper coating, detergents, plastics, various organic solvents, and petrochemical products.

Exposure to benzene is primarily the result of breathing its vapors and mists. Liquid benzene can also be absorbed by the skin and ingested. This may result in eye, skin or throat irritation. Benzene exposure may result in the onset of leukemia and may affect the blood forming system, particularly in bone marrow.

1.4.9 Coke Oven Emissions

Coke oven emissions are the result of gases created by the combustion of bituminous coals. The principal industries of concern with respect to coke oven emissions include smelting and thermal electrical generating plants. Inhalation of coke oven emissions has been linked to lung cancer.

1.4.10 Ethylene Oxide

Ethylene oxide is a colorless gas with an ether-like odor at room temperature and pressure. It may be used in the gaseous state or compressed as a liquid. It is a major industrial chemical used largely in the production of ethylene glycol for automotive antifreezes, in the polyester industry and for the production of detergents.

Exposure to humans can occur through inhalation, ingestion and by dermal or eye contact. Short-term exposure to ethylene oxide can cause nausea, headache, weakness, vomiting, drowsiness, uncoordination and irritation of the eyes, nose throat and lungs. Skin contact with ethylene oxide can cause blisters, edema, burns, frostbite, and severe dermatitis. Long term exposure to ethylene oxide can cause skin sensitization, numbing of the sense of smell and respiratory infection.

1.4.11 Isocyanates

Isocyanates are a class of chemicals used in the manufacture of certain plastics, coatings, foams and other products. Isocyanates contain a group of atoms (-NCO) which readily react with certain other types of molecules. They may be found in liquid form (colorless to pale yellow or dark brown and viscous) or solid form (white or yellow in colour).

The following products and processes use isocyanates: foams, soft synthetic rubbers, adhesives, sealants, coatings, insulation, packaging, paint hardeners, printing inks, foundry core binders, wire varnish, and textile finishing.

Exposure to isocyanates may occur from inhalation of vapor, mist, or dust. This may cause eye, nose or throat irritation. Liquid isocyanates can damage the skin or eyes on contact; however they are not absorbed into the body through the skin. High exposure can cause chest tightness, bronchitis, bronchospasm, fluid in the lungs and asthmatic attacks. Other health risks include, skin sensitization, rashes and temporary decreases in sharpness of vision.

1.4.12 Polychlorinated Biphenyls (PCBs)

PCBs were commonly used as dielectric fluid in electrical equipment such as transformers and capacitors, and in the ballasts of fluorescent light fixtures and high intensity discharge (HID) lamps. Lamp ballasts are designed to maintain constant electrical current despite variations in applied voltage. The most common fluorescent lamp ballasts are the rapid start ballasts used to operate two (2) four-foot fluorescent light tubes. These ballasts are typically mounted between the tubes on the light fixture and are shielded by a metal cover to reduce heat radiation. The production of PCBs in

North America started in 1929 and was banned at the beginning of 1979. After 1981, no manufacturers produced fluorescent lamps with PCB-containing ballasts.

Health effects that have been associated with exposure to PCBs include acne-like skin conditions in adults and neurobehavioral and immunological changes in children. PCBs are known to cause cancer in animals.

1.4.13 Ozone Depleting Substances (ODS)

Controls on the consumption of ozone depleting substances were initiated with the introduction of the Montreal Protocol in 1987. Within Ontario, the general use of ozone depleting substances is controlled through Regulation 356 of the Environmental Protection Act (EPA). Control of the use of ozone depleting substances as refrigerants is further specified in Regulation 189/94 of the Environmental Protection Act.

Presently, regulation of ozone depleting substances by the EPA is limited to the substances listed below. There is, however, provision within the EPA for the control of additional ozone depleting substances at a future date.

CFC-11	Halon-1211
CFC-12	Halon-1301
CFC-113	Halon-2402
CFC-114	
CFC-115	

Production of ODS in the form of hydrochlorofluorocarbons (HCFCs) and chlorofluorocarbons (CFCs) ceased in Canada in 1993 as a result of their ozone-depleting characteristics.

Importation of CFCs into Canada ceased in 1997. The use of these materials is still permitted in existing equipment, but equipment must be serviced by a licensed contractor such that CFCs are contained and not released to the environment during servicing or operation.

Use of the HCFC (R-22), commonly found in air conditioning and refrigeration equipment, is not currently regulated, however strict controls over their manufacture and supply are in place. Under the management of a licensed contractor, equipment containing R-22 does not represent a significant threat to human health or the environment; however, consideration should be given to future phase out of any equipment containing R-22.

The Environmental Protection Act specifies that, effective January 1, 2009, large refrigeration equipment (compressors with a total capacity greater than 22kW) can no longer be refilled with CFC refrigerant. Effective December 31, 2011, this equipment must be converted to an alternate refrigerant or replaced with equipment that uses an alternate refrigerant.

Chillers

Effective January 1, 2009, chillers that were filled with CFC refrigerant could no longer be refilled with CFC refrigerant upon first major overhaul. If a refill is required, the chiller must be converted to a non-CFC

refrigerant chiller or replaced with a non-CFC refrigerant chiller. Beginning January 1, 2012, chillers will no longer be operated with CFC refrigerant and this practice must be discontinued.

Exemptions:

Chillers that have undergone a major overhaul may be refilled with a CFC refrigerant if prior to January 1, 2009, the owner submitted a written notice to the Director stating that by December 31, 2011 the equipment will be converted to or replaced by a system that uses a non-CFC refrigerant.

Refills will also be allowed for chillers that have undergone a major overhaul if there is an immediate threat to human health, crops, plant life or animal life foodstuffs on a farm or at a food packing, processing or storage facility. The chiller must be converted or replaced within one year of the date of refill and a notice of the date of refill must be submitted within seven days of the refill to the Director of the Ministry of Environment.

1.4.14 Radioactive Materials

Radiation is defined as energy that travels in the form of waves or high speed particles. Radioactive materials that decay spontaneously produce ionizing radiation. Any living tissue in the human body has the potential to be damaged by ionizing radiation. There are three (3) main routes of exposure to radiation. These are inhalation, ingestion, and direct exposure. Health effects associated with radiation exposure include radiation poisoning and cancer.

1.4.15 Mould

Mould is found in the natural environment and is required for the breakdown of plant debris such as leaves and wood. Mould spores are found in the air in both the indoor and outdoor environments.

In order for mould to grow it requires a food source (i.e. gypsum wallboard, carpets, wallpaper, wood, etc.) and moist conditions. Mould can have an impact on human health depending on the species and concentration of the mould. Health effects can include allergies and mucous membrane irritation.

Chapter 2 – Survey Methodology

2 Survey Methodology

The survey included a visual assessment for the presence of asbestos, lead, mercury, other Designated Substances, and Hazardous Materials. In addition, materials suspected of containing asbestos as well as paint suspected of containing lead were sampled and sent to an accredited laboratory for testing and analysis. The Site work was carried out on May 28th and 29th, 2013 by Mr. Jeff Newman. All laboratory certificates of analyses are attached in Appendix A. The following subsections present descriptions of the methodologies used.

2.1 Asbestos

The Designated Substance Survey included the identification of potential friable and non-friable asbestos-containing materials within the subject building. All accessible friable and non-friable materials suspected of containing asbestos were sampled. In addition, the condition, accessibility, friability and hazard ranking of the suspected materials were noted.

Building materials suspected of containing asbestos were identified and representative sampling and laboratory testing of these materials was conducted. O. Reg. 278/05 outlines requirements for the collection of multiple samples of each homogeneous material suspected of containing asbestos, as presented in Table 1 O. Reg. 278/05 s. 3 (3).

Table 1: O. Reg. 278/05 s. 3(3) - Minimum Asbestos Bulk Material Sample Requirements

Item	Type of material	Size of area of homogeneous material	Minimum number of bulk material samples to be collected
1.	Surfacing material, including without limitation, material that is applied to surfaces by spraying, by troweling or otherwise, such as acoustical plaster on ceilings and fireproofing materials on structural members	Less than 90 square meters	3
		90 or more square meters, but less than 450 square meters	5
		450 or more square meters	7
2.	Thermal insulation, except as described in item 3	any size	3
3.	Thermal insulation patch	Less than 2 linear meters or 0.5 square meters	1
4.	Other material	Any size	3

The number of bulk material samples collected from a homogeneous area were taken in accordance with Table 1 O. Reg. 278/05 s. 3 (3).

Materials suspected of containing asbestos were collected using wetting techniques and hand sampling tools. These materials (approximately one teaspoon full in quantity) were placed in sealable plastic bags and labelled for QA/QC review by **exp's** Hazardous Materials Manager. In accordance with Table 1 O. Reg. 278/05 s. 3 (3), forty-seven (47) bulk samples from fifteen (15) potentially asbestos-containing materials were collected from the subject building and were sent to an accredited laboratory for analysis.

A hazard assessment of identified ACMs was also carried out as part of this survey. The rankings of potential hazard range from 1-most hazardous to 4-least hazardous. A decision tree to assist in the Hazard Ranking of the ACM is attached to this report in Appendix E.

All samples for asbestos were analyzed by AGAT Laboratories (AGAT), a Canadian based laboratory that participates in the Canadian Association for Laboratory Accreditation Inc. (CALA). AGAT operates under CALA (Accreditation number: A 3200) and this accreditation includes the analysis of asbestos and lead. A chain of custody form containing relevant information accompanied all submissions. As required under O. Reg. 278/05 s. 3(1), the bulk samples for asbestos were analyzed by Polarized Light Microscopy (PLM) in accordance with the U.S. Environmental Protection Agency Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, June 1993.

A summary of potential asbestos-containing samples collected and the locations where these samples were taken are presented in Table 2 in Section 3.2.

2.2 Lead

Samples of paints and finishes suspected of containing lead were collected (one teaspoon in size) and placed in sealed plastic bags and labelled for QA/QC review by our Hazardous Materials Manager. Nine (9) paint samples were collected and submitted to AGAT to determine the presence of lead. The specific locations from where the samples were taken are noted in Table 3 in Section 3.3.

All lead samples were analyzed by AGAT (CALA accreditation number: A 3200). A chain of custody form containing relevant information accompanied all submissions.

2.3 Mercury

A visual survey of the building was conducted to determine whether any equipment or devices containing mercury were present. The type, quantity, and location of mercury-containing equipment was noted.

2.4 Silica

A visual survey of the building's structural materials was made to determine if silica was present.

Other Designated Substances

A visual survey of the building was made to determine if other Designated Substances (acrylonitrile, arsenic, benzene, coke oven emissions, ethylene oxide, isocyanates and vinyl chloride) were present.

2.5 Polychlorinated Biphenyls (PCBs)

A visual survey of the building was conducted to determine if any electrical components which may contain PCBs were present. A representative number of fluorescent light fixtures were disassembled and the ballast codes and producers were then cross referenced with the Environment Canada

publication - Identification of Lamp Ballasts Containing PCBs, Report EPS 2/CC/2, August 1991, to determine if they contained or were likely to contain PCBs.

2.6 Ozone Depleting Substances (ODS)

Fixed equipment suspected of containing hydrochlorofluorocarbons (HCFCs) and/or chlorofluorocarbons (CFCs) within the subject work area was reviewed. Available name plate details from any potential ODS-containing equipment were recorded to determine the likelihood of ODS content.

2.7 Radioactive Materials

A visual survey of the building was conducted to determine if any electrical components containing radioactive materials were present.

2.8 Mould

A visual assessment consisting of a walkthrough of the building to identify water damaged building materials and/or mould growth was performed.

2.9 Survey Limitations

This report reflects only the observations, findings, and analysis of materials sampled at the time of the survey. Analytical results reflect the sampled materials at the specific sampling locations. Visually similar materials were referenced to specific analyzed samples.

In general, the survey was limited to accessible areas only. Intrusive sampling/investigation was not conducted during the Site visit and therefore it is possible Designated Substances and Hazardous Materials may be present in inaccessible areas, such as, behind walls, above ceilings, within bulkheads, beneath carpeting or several floor tile layers. **Exp's** survey of the building was based on clear, unobstructed visual identification of suspect Designated Substances and Hazardous Materials.

Fibreglass pipe straight insulation was not submitted for analysis as it can be identified visually and was never manufactured with asbestos.

Chapter 3 – Results and Findings

3 Results and Findings

3.1 Property Description

The property is approximately two acres in size, and contains landscaped areas, and a paved parking area along the south portion of the property. The one (1) storey building, centrally located on the property, was reportedly constructed in the 1960's with three (3) additions added in the 1970's, 1990's and 2000's. The surveyed portion of the site building is approximately 455.2 m² (4899 ft²) in size, and has two (2) finished basements. The floors of the Site building were observed to be either poured concrete, carpet, vinyl floor tiles, or peel and stick vinyl floor tiles. Interior walls were gypsum wallboard, and ceilings were acoustic ceiling tiles. The exterior construction of the building is brick and stucco, with an asphalt shingled roof. The subject building is currently vacant (formerly Chelmsford Town Hall) and is attached to the Fire Department (Chelmsford location), which was not included in our scope of work.

Access to the entire building was provided for the DSS, though it should be noted that the front part of the building (addition completed in 1990's) was not sampled and is not included on the site plan.

3.2 Asbestos

The laboratory test results for the asbestos samples collected are summarized in Table 2 below. The Figure in Appendix C depicts the floor plan of the Site building along with sample locations.

Table 2: Asbestos Sampling Locations and Laboratory Results

Sample ID	Location	Material	Asbestos Content	Friability
AS-1 a,b,c	Room 1, Room 4, Hallway	Acoustic Ceiling Tile (hole pattern)	ND	Non
AS-2 a,b,c	Room 2, Room 11, Hallway	Acoustic Ceiling Tile (fine and long hole pattern)	ND	Non
AS-3 a,b,c	Main Entrance	Acoustic Ceiling Tile (fine hole pattern)	ND	Non
AS-4 a,b,c	Room 11, Lunchroom, Hallway	Plenum Acoustic Ceiling Tile	ND	Non
AS-5 a,b,c	Lunchroom, Hallway	Tar paper (including foil on samples b, and c)	ND	Non
AS-6 a,b,c	Room 1 (North Basement)	Plaster Elbow	50 – 75%	Yes

Sample ID	Location	Material	Asbestos Content	Friability
AS-7 a,b,c	Room 4, Room 18, Bathroom	12"x12" Cream Coloured Vinyl Floor Tile with Black Mastic	ND	Non
AS-8 a,b,c	Storage	12"x12" White Vinyl Floor Tile	ND	Non
AS-9 a,b,c	Room 11, Room 6, Room16	Window Caulking	ND	Non
AS-10 a,b,c	Hallway, Room 2, Bathroom	Brown Mastic	ND	Non
AS-11 a,b,c	Main Entrance, Room 2	Yellow Mastic	ND	Non
AS-12 a,b,c	Room 2	Black Mastic with Cementitious Material	ND	Non
AS-13 a,b,c,d,e	Exterior Wall	"Stucco" Parging	0.5 – 5%	Yes
AS-14 a,b,c	Exterior Windows	Window Caulking	ND	Non
AS-15 a,b,c	South Basement Storage	12"x12" Cream Coloured Peel & Stick Vinyl Floor Tiles	ND	Non

ND = Not Detected

3.2.1 Friable Asbestos

Remaining material from a previous abatement of friable asbestos-containing plaster was observed on one (1) 4" pipe elbow in the North Basement, along the west wall of Room 1. This material measures approx <0.15 m² and contains 50-75% asbestos.

Friable asbestos-containing "stucco" parging was observed along the exterior of the building. This parging measures approx 195 m² and contains 0.5-5% asbestos. Laboratory certificates of analysis for the asbestos samples are included in Appendix A.

3.2.2 Non - Friable Asbestos

Non-friable ACMs were not identified in the subject building at the time of the assessment.

3.2.3 Hazard Assessment of ACMs

The friable “stucco” parging present along the exterior of the building was observed to be in fair to poor condition with a significant potential for disturbance during demolition or renovation activities. The friable material noted on the pipe elbow in the North Basement is also in poor condition. These materials were assigned a Hazard Rank of 1 (High Risk – Remove/Repair).

3.3 Lead

Nine (9) paint samples from the Site building were analyzed for lead content. The results are as follows:

Table 3: Lead Sampling Locations and Laboratory Results

Sample ID	Sample Location	Colour	Lead Concentration (µg/g)
LPS-1	Main Floor - Room 6	Cream	438
LPS-2	North Basement - Entry	Dark Green	233
LPS-3	North Basement - Entry	Light Green	1130
LPS-4	Main Entrance	White	<10
LPS-5	Room 1	Cream	24
LPS-6	Basement 2 Electrical	Yellow	48
LPS-7	Basement 2 Electrical	Grey	51
LPS-8	Basement 2 Electrical	Brown	<10
LPS-9	South Basement Storage	Light Brown	838

The cream coloured paint sample collected from Room 6, as well as the dark green and light green paint samples collected from the North basement entry, and the light brown paint sample from the South basement storage room of the Site building revealed a lead concentration above the guideline of 0.009% (90 ug/g) by weight set out by the regulation Surface Coating Materials made under the Hazardous Products Act. As such, these paints are classified as lead based paints. The remaining paint samples had concentrations below the guideline and are not considered to be lead-based. Peeling/flaking paint was observed in the water damaged areas of the North basement of the building at the time of the Site visit. Laboratory certificate of analysis for the paint samples are included in Appendix A.

Lead may also be present in the following materials in the Site building:

- Solder used on domestic water lines;
- Solder used in bell fittings for cast iron pipes;
- Solder used in electrical equipment; and,
- Ceramic tile glaze.

Lead in these additional materials is considered to be in a stable form and as such, is not expected to be of concern with respect to renovation activities.

3.4 Mercury

Mercury is likely to be present in vapour form in the fluorescent light tubes found within the subject building. Fluorescent light tubes were observed throughout the Site building with two hundred and eighteen (218) fluorescent light bulbs being identified. Three (3) thermostats and three (3) thermometers were observed in the subject building. Two of the three thermostats (Lunchroom, and Basement-Room 2), and all three thermometers were observed to contain mercury.

3.5 Silica

Silica is expected to be present in building materials such as concrete, brick, mortar and ceramic tiles.

3.6 Vinyl Chloride

Generally, vinyl chloride (monomer) is likely to be present in stable form within poly-vinyl-chloride (PVC) piping and conduits and as a component of interior finishes.

3.7 Acrylonitrile

Acrylonitrile may be present in stable form in paints and adhesives located throughout the subject area.

3.8 Arsenic

Arsenic or arsenic compounds may be present in stable form in paints and adhesives located throughout the subject building.

3.9 Benzene

Benzene may be present in stable form in paints, and adhesives located throughout the subject building. In addition, benzene may also be present in hydraulic oils found in machinery such as air compressors, machine gears and switches, etc.

3.10 Coke Oven Emissions

Based on what is known of the history of the subject building, it is not expected that coke oven emissions are of concern.

3.11 Ethylene Oxides

It is not expected that ethylene oxides are of concern with respect to the subject building.

3.12 Isocyanates

Isocyanate compounds may be present in stable form in paint finishes, varnishes, polyurethane plastics, synthetic rubbers, foams and adhesives.

3.13 Polychlorinated Biphenyls (PCBs)

Polychlorinated biphenyls (PCBs) are typically found in fluorescent lamp ballasts, transformers and other electrical equipment containing insulating fluids.

3.13.1 Light Ballasts

The subject area contained sixty-five (65) fluorescent light ballasts throughout the building.

After 1981, no manufacturers produced fluorescent lamps with PCB-containing ballasts. A representative number of fluorescent light ballasts were inspected, all of which did not contain PCB's. It should be noted that the number of ballasts in each fluorescent light fixture varies between one and two.

There is always potential for some of the ballasts to contain PCBs, therefore; the ballasts should be further inspected upon removal, to determine the presence or absence of PCB fluid.

3.13.2 Transformers

No transformers were observed within the site building.

3.14 Ozone Depleting Substances (ODS)

One (1) water cooler unit was noted at the subject building. There is a potential for refrigerants within this device to contain ODS.

3.15 Radioactive Materials

Smoke detectors suspected to contain radioactive materials were identified during the Site visit.

3.16 Mould

Based on visual and olfactory observations during **exp's** Site visit, evidence of potential microbial growth was noted throughout the North basement and the North half of the main floor of the building. Based on our experience, visible signs of water staining, damage, accumulation, and/or infiltration and visible signs of microbial growth and/or staining is considered indicative of potential microbial growth and is indicative of mould amplification. It is **exp's** understanding that a mould abatement is planned for this building. See Section 4.9.

Chapter 4 – Conclusions and Recommendations

4 Conclusions & Recommendations

On the basis of our walk-through examination of the subject building, representative sampling and laboratory analysis of suspected asbestos and lead containing materials, the following conclusions and recommendations are presented.

4.1 Asbestos

4.1.1 Friable Asbestos

A portion of friable asbestos containing 4" pipe elbow was observed on a water pipe within Room 1 of the basement. **Exp** field personnel noted that a previous attempt appeared to be made to remove the material from the pipe but the work was not adequately completed. The remaining material is in poor condition. The homogeneous pipe elbow insulation material was found to be asbestos containing.

Friable asbestos-containing "stucco" parging in fair to poor condition was observed along the exterior of the building. This parging measures approximately 195 m² and contains 0.5-5% asbestos. Laboratory certificate of analysis for the asbestos samples are included in Appendix A.

- *If it is established that the material is asbestos-containing material, a) the owner shall cause the fallen material to be cleaned up and removed and b) if it is readily apparent that material will continue to fall because of deterioration, the owner shall repair, seal, remove or permanently enclose the insulation.*
- *Prior to any renovation activities which may disturb asbestos-containing materials, these materials must be removed following appropriate asbestos abatement work procedures (Type 1/2/3) as detailed in O. Reg. 278/05 and disposed of as asbestos waste under O. Reg. 347;*
- *Prior to the demolition of the buildings, roofing, sealant surrounding exterior pipe penetrations and window caulking material samples must be collected in accordance with Ontario Regulation 278/05 to determine the presence or absence of asbestos;*
- *Prior to the demolition of the buildings, all asbestos-containing materials must be removed following appropriate asbestos abatement work procedures (Type 1/2/3) as detailed in O. Reg. 278/05 and disposed of as asbestos waste under O. Reg. 347; and,*
- *Sub-trades working with or in close proximity to asbestos-containing material must be informed of its presence.*

4.1.2 Non - Friable Asbestos

Non-friable ACMs were not identified in the subject building at the time of the assessment.

- *Any suspect asbestos-containing material uncovered during the course of renovation/demolition activities that is not mentioned in this report shall be considered asbestos-containing until sampling and analysis as per O. Reg. 278/05 indicates otherwise.*

- *Prior to the renovation/demolition of the building that may disturb the caulking materials, caulking material samples must be collected in accordance with Ontario Regulation 278/05 to determine the presence or absence of asbestos;*
- *Prior to the renovation/demolition activities of the building that may disturb the asbestos-containing materials, all asbestos-containing materials must be removed following appropriate asbestos abatement work procedures (Type 1/2/3) as detailed in O. Reg. 278/05 and disposed of as asbestos waste under O. Reg. 347;*
- *Sub-trades working with or in close proximity to asbestos-containing material must be informed of its presence; and,*
- *Ontario Regulation 278/05, made under the Occupational Health and Safety Act, specifies that an Asbestos Management Plan (AMP) must be implemented if any asbestos-containing materials (friable or non-friable) are known to be present in the building and are to remain in place. An inventory of asbestos-containing materials must be kept on site. All materials must be routinely inspected to ensure no damage has occurred and the inventory must be updated once in each 12-month period and as may be required based on expected changing site conditions, abatement and/or renovation activities.*

4.2 Lead

Nine (9) paint samples were collected from the interior of the subject building and analyzed for lead content. Four (4) of the nine (9) paint samples had concentrations which exceeded the guideline of 0.009% set out by the Surface Coating Regulation in the Canadian Hazardous Coatings Act. The remaining interior paint samples had non-detectable to detectable concentrations of lead, which were below the guideline.

During any renovations within the building, if the lead based paints are found to be creating a potential dust hazard, dust control measures should be taken.

It should be noted that there is no need to remove lead based paint that is firmly bound to the substrate.

- *Prior to any renovation activities which may disturb lead-containing materials, these materials must be removed following appropriate abatement procedures (Type 1/2/3) as detailed in the Ontario Ministry of Labour (MOL) document “Guideline for lead on Construction Projects”, April 2011;*
- *In the instance where the peeling and flaking paint is manually scraped, prior to being re-painted, Type 2a operation, as per the MOL document “Guideline for Lead on Construction Projects” (April 2011) is recommended to carry out this work;*
- *Any peeling or flaking paints uncovered during the course of renovation or demolition activities that were not mentioned in this report shall be considered to be lead based until proven otherwise;*

- *Sub-trades working with or in close proximity to the lead based paint should be informed of its presence; and,*
- **exp** *strongly recommends that trained, experienced and qualified professionals in lead abatement carry out the work.*

4.3 Mercury

Mercury vapours within the fluorescent light tubes and thermostats, pose no risk to workers or occupants provided the fluorescent light tubes remain intact and undisturbed. Prior to renovation activities, all mercury containing devices which may be disturbed must be removed and stored in a safe, secure location or disposed of following the requirements of Ontario Regulation 347.

- *Prior to renovation activities, mercury-containing equipment which may be disturbed shall be removed and recycled by a licensed contractor.*

4.4 Silica

Precautions should be taken as required during renovation projects on concrete (i.e. coring through concrete slabs, demolition of masonry, etc.) to ensure that workers' exposure levels to silica does not exceed 0.05 mg/m³. This can be achieved by:

- Providing the workers with respiratory protection;
 - Wetting the surface of the materials to prevent dust emissions; and,
 - Providing workers with facilities to properly wash prior to exiting the work area.
- *Renovation work that is likely to impact silica-containing materials should be carried out in accordance with the requirements detailed in the Ontario Ministry of Labour document entitled "Guideline: Silica on Construction Projects", dated April, 2011.*

4.5 Other Designated Substances

Other Designated Substances (acrylonitrile, arsenic, coke oven emissions, ethylene oxide, isocyanates, benzene or vinyl chloride) are either not expected to be present, expected to be present in stable form, or not expected to be present in the work areas in sufficient quantities to cause an exceedance of Ministry of Labour exposure guidelines.

4.6 Polychlorinated Biphenyls (PCBs)

The subject area contained sixty-five (65) fluorescent light ballasts throughout the building.

After 1981, no manufacturers produced fluorescent lamps with PCB-containing ballasts. A representative number of fluorescent light ballasts were inspected, all of which did not contain PCB's. It should be noted that the number of ballasts in each fluorescent light fixture varies between one (1) and two (2).

Prior to any renovation activities, each ballast should be assessed for the presence or absence of PCBs.

- *Prior to renovation activities which may impact potential PCB-containing light ballasts, these ballasts shall be removed from their fixtures and inspected to determine the presence of PCBs; and,*
- *All ballasts listed as PCB-containing or “undetermined” to contain PCBs shall be treated as PCB-containing and disposed of as PCB waste by a licensed contractor.*

4.7 Ozone Depleting Substances (ODS)

Exp observed equipment that contained CFCs and HCFCs within the subject building. Maintenance of ODS-containing equipment should continue to be completed in compliance with Ontario Regulation 189/94 by a licensed refrigeration contractor. The equipment should only be repaired, removed, or serviced by an appropriately licensed contractor.

- *Prior to the renovation of the building involving the noted materials, all equipment containing or suspected to contain ODS must be assessed and decommissioned by a licensed contractor such that ozone depleting substances are contained and not released to the environment.*

4.8 Radioactive Materials

Smoke detectors suspected to contain radioactive materials were identified during the Site visit.

- *Prior to any renovation activities which may disturb equipment containing radioactive materials, this equipment must be removed by a qualified firm (transportation/disposal) with the appropriate level of protection in accordance with applicable Regulations and Guidelines, including the Transportation of Dangerous Goods Act (TDGA); and,*
- *The materials should be returned to the manufacturer where possible.*

4.9 Mould

During **exp's** Site visit, evidence of potential microbial growth was noted throughout the North basement, and evidence of water damage was noted on the main floor.

Exp recommends a Mould Assessment be conducted to determine the locations of mould affected and water damaged materials, prior to removal, to ensure that all mould affected materials are located.

It is **exp's** understanding that a mould abatement is planned for this building. **Exp strongly recommends that trained, experienced and qualified professionals in mould removal carry out the work.** **Exp** recommends continued periodic observation of areas where water infiltration has been noted or anticipated to be present, to monitor moisture levels, water infiltration, and any further potential microbial growth.

Chapter 5 – General limitations

5 General Limitations

The services performed and outlined herein were based in part, upon visual observations of the building. Our opinion cannot be extended to portions of the building that were unavailable for direct observation by objects or coverings at the time of our Site visit.

Any of our observations relating to hazardous and toxic materials and asbestos in the environment at the building are described in this report. Where testing was performed, it was executed in accordance with our contract for these services. It should be noted that other compounds or materials not tested for may be present in the environment.

The objective of this report was to audit the environmental conditions at the building within the context of our contract with respect to existing Regulations and Guidelines within the applicable jurisdiction. Compliance of past and current owners with applicable local, provincial and federal government laws and regulations was not included in our contract for services.

The conclusions of this report are based, in part, on the information provided by others and any testing and analyses described in the report. The possibility remains that unexpected environmental conditions may be encountered at the building in locations not explored. Should such an event occur, **exp** should be notified in order that we may determine if modifications to our conclusions are necessary.

This report has been prepared in accordance with generally accepted environmental study and/or engineering practices. No other warranties, either expressed or implied, are made as to the professional services provided under the terms of our contract and included in this report.

This report has been prepared for the exclusive use of the City of Greater Sudbury in accordance with accepted environmental study and/or engineering practices for a Designated Substances Survey. No other warranties, either expressed or implied, are made as to the professional services provided under the terms of the Survey and included in this report. Any use which a third party makes of this report, or any part hereof, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. **Exp** accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

We trust the above report meets with your approval. Should you have any questions, please do not hesitate to contact us.

Appendix A – Laboratory Analytical Results



CLIENT NAME: EXP. SERVICES INC.
885 REGENT ST
SUDBURY, ON P3E5M4
(705) 674-9681

ATTENTION TO: Jeff Newman

PROJECT NO: 3213

AGAT WORK ORDER: 13T721096

OCCUPATIONAL HYGIENE REVIEWED BY: Anthony Dapaah, PhD (Chem), Inorganic Lab Manager

DATE REPORTED: Jun 07, 2013

PAGES (INCLUDING COVER): 8

VERSION*: 1

Should you require any information regarding this analysis please contact your client services representative at (905) 712-5100

*NOTES

All samples will be disposed of within 30 days following analysis. Please contact the lab if you require additional sample storage time.



Certificate of Analysis

AGAT WORK ORDER: 13T721096

PROJECT NO: 3213

5835 COOPERS AVENUE
 MISSISSAUGA, ONTARIO
 CANADA L4Z 1Y2
 TEL (905)712-5100
 FAX (905)712-5122
<http://www.agatlabs.com>

CLIENT NAME: EXP. SERVICES INC.

ATTENTION TO: Jeff Newman

Asbestos (Bulk)											
DATE RECEIVED: 2013-05-31					DATE REPORTED: 2013-06-07						
		SAMPLE DESCRIPTION:		AS1a	AS1b	AS1c	AS2a	AS2b	AS2c	AS3a	AS3b
		SAMPLE TYPE:		Other	Other	Other	Other	Other	Other	Other	Other
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013
Parameter	Unit	G / S	RDL	4410767	4410768	4410769	4410770	4410771	4410772	4410773	4410774
Asbestos (Bulk)	%	0.5	ND	ND	ND	ND	ND	ND	ND	ND	ND
		SAMPLE DESCRIPTION:		AS3c	AS4a	AS4b	AS4c	AS5a	AS5b	AS5c	AS6a
		SAMPLE TYPE:		Other	Other	Other	Other	Other	Other	Other	Other
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013
Parameter	Unit	G / S	RDL	4410775	4410776	4410777	4410778	4410779	4410780	4410781	4410782
Asbestos (Bulk)	%	0.5	ND	ND	ND	ND	ND	ND	ND	ND	50-75
		SAMPLE DESCRIPTION:		AS6b	AS6c	AS9a	AS9b	AS9c	AS11a	AS11b	AS11c
		SAMPLE TYPE:		Other	Other	Other	Other	Other	Other	Other	Other
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013
Parameter	Unit	G / S	RDL	4410783	4410784	4410791	4410792	4410793	4410797	4410798	4410799
Asbestos (Bulk)	%	0.5	SP	SP	ND	ND	ND	ND	ND	ND	ND
		SAMPLE DESCRIPTION:		AS12a	AS12b	AS12c	AS13a	AS13b	AS13c	AS13d	AS13e
		SAMPLE TYPE:		Other	Other	Other	Other	Other	Other	Other	Other
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013
Parameter	Unit	G / S	RDL	4410800	4410801	4410802	4410803	4410804	4410805	4410806	4410807
Asbestos (Bulk)	%	0.5	ND	ND	ND	0.5-5	SP	SP	SP	SP	SP
		SAMPLE DESCRIPTION:		AS14a	AS14b	AS14c					
		SAMPLE TYPE:		Other	Other	Other					
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013					
Parameter	Unit	G / S	RDL	4410808	4410809	4410810					
Asbestos (Bulk)	%	0.5	ND	ND	ND						

Certified By:



Certificate of Analysis

AGAT WORK ORDER: 13T721096

PROJECT NO: 3213

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FAX (905)712-5122
<http://www.agatlabs.com>

CLIENT NAME: EXP. SERVICES INC.

ATTENTION TO: Jeff Newman

Asbestos (Bulk)

DATE RECEIVED: 2013-05-31

DATE REPORTED: 2013-06-07

- Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard
- 4410767-4410781 Condition of sample was satisfactory at time of arrival in laboratory.
"ND" - Not Detected
 - 4410782 Condition of sample was satisfactory at time of arrival in laboratory.
Asbestos present - Chrysotile
 - 4410783-4410784 Condition of sample was satisfactory at time of arrival in laboratory.
"SP" - Stop Positive
 - 4410791-4410802 Condition of sample was satisfactory at time of arrival in laboratory.
"ND" - Not Detected
 - 4410803 Condition of sample was satisfactory at time of arrival in laboratory.
Asbestos present - Chrysotile
 - 4410804-4410807 Condition of sample was satisfactory at time of arrival in laboratory.
"SP" - Stop Positive
 - 4410808-4410810 Condition of sample was satisfactory at time of arrival in laboratory.
"ND" - Not Detected

Certified By:



Certificate of Analysis

AGAT WORK ORDER: 13T721096

PROJECT NO: 3213

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FAX (905)712-5122
<http://www.agatlabs.com>

CLIENT NAME: EXP. SERVICES INC.

ATTENTION TO: Jeff Newman

Asbestos (Bulk)

DATE RECEIVED: 2013-05-31

DATE REPORTED: 2013-06-07

		SAMPLE DESCRIPTION:		AS7a	AS7b	AS7c	AS8a	AS8b	AS8c	AS10a	AS10b
		SAMPLE TYPE:		Other	Other	Other	Other	Other	Other	Other	Other
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013
Parameter	Unit	G / S	RDL	4410785	4410786	4410787	4410788	4410789	4410790	4410794	4410795
Asbestos (Bulk) Phase 1	%		0.5	ND	ND	ND	ND	ND	ND	ND	ND
Asbestos (Bulk) Phase 2	%		0.5	ND	ND	ND	ND	ND	ND	ND	ND
		SAMPLE DESCRIPTION:		AS15a	AS15b	AS15c					
		SAMPLE TYPE:		Other	Other	Other					
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013					
Parameter	Unit	G / S	RDL	4410811	4410812	4410813					
Asbestos (Bulk) Phase 1	%		0.5	ND	ND	ND					
Asbestos (Bulk) Phase 2	%		0.5	ND	ND	ND					

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard
 4410785-4410790 Condition of sample was satisfactory at time of arrival in laboratory.
 "ND" - Not Detected
 Phase 1 - VFT Phase 2 - Mastic
 4410794 Condition of sample was satisfactory at time of arrival in laboratory.
 "ND" - Not Detected
 Phase 1 - Paper Phase 2 - Adhesive
 4410795 Condition of sample was satisfactory at time of arrival in laboratory.
 "ND" - Not Detected
 Phase 1 - Vinyl Phase 2 - Adhesive
 4410811-4410813 Condition of sample was satisfactory at time of arrival in laboratory.
 "ND" - Not Detected
 Phase 1 - VFT Phase 2 - Adhesive

Certified By:



Certificate of Analysis

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PROJECT NO: 3213

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<http://www.agatlabs.com>

CLIENT NAME: EXP. SERVICES INC.

ATTENTION TO: Jeff Newman

Asbestos (Bulk)

DATE RECEIVED: 2013-05-31

DATE REPORTED: 2013-06-07

SAMPLE DESCRIPTION: AS10c

SAMPLE TYPE: Other

DATE SAMPLED: 5/29/2013

Parameter	Unit	G / S	RDL	4410796
Asbestos (Bulk) Phase 1	%		0.5	ND
Asbestos (Bulk) Phase 2	%		0.5	ND
Asbestos (Bulk) Phase 3	%		0.5	ND

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard
 4410796 Condition of sample was satisfactory at time of arrival in laboratory.
 "ND" - Not Detected
 Phase 1 - Cementitious material Phase 2 - Paper Phase 3 - Adhesive

Certified By:



Certificate of Analysis

AGAT WORK ORDER: 13T721096

PROJECT NO: 3213

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 TEL (905)712-5100
 FAX (905)712-5122
<http://www.agatlabs.com>

CLIENT NAME: EXP. SERVICES INC.

ATTENTION TO: Jeff Newman

Lead in Paint

DATE RECEIVED: 2013-05-31

DATE REPORTED: 2013-06-07

		SAMPLE DESCRIPTION:		LP1	LP2	LP3	LP4	LP5	LP6	LP7	LP8
		SAMPLE TYPE:		Other	Other	Other	Other	Other	Other	Other	Other
		DATE SAMPLED:		5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013	5/29/2013
Parameter	Unit	G / S	RDL	4410814	4410815	4410816	4410840	4410841	4410842	4410843	4410844
Lead	µg/g	10		438	233	1130	<10	24	48	51	<10
		SAMPLE DESCRIPTION:		LP9							
		SAMPLE TYPE:		Other							
		DATE SAMPLED:		5/29/2013							
Parameter	Unit	G / S	RDL	4410845							
Lead	µg/g	10		838							

Comments: RDL - Reported Detection Limit; G / S - Guideline / Standard

Certified By:

Quality Assurance

CLIENT NAME: EXP. SERVICES INC.

AGAT WORK ORDER: 13T721096


PROJECT NO: 3213

ATTENTION TO: Jeff Newman

Occupational Hygiene Analysis

RPT Date: Jun 07, 2013			DUPLICATE				Method Blank	REFERENCE MATERIAL			METHOD BLANK SPIKE			MATRIX SPIKE		
PARAMETER	Batch	Sample Id	Dup #1	Dup #2	RPD	Measured Value		Acceptable Limits		Recovery	Acceptable Limits		Recovery	Acceptable Limits		
								Lower	Upper		Lower	Upper		Lower	Upper	
Lead in Paint																
Lead	1	4410841	24	24	0.0%	< 10	105%	80%	120%	111%	80%	120%	103%	70%	130%	

Certified By:



Method Summary

CLIENT NAME: EXP. SERVICES INC.

AGAT WORK ORDER: 13T721096

PROJECT NO: 3213

ATTENTION TO: Jeff Newman

PARAMETER	AGAT S.O.P	LITERATURE REFERENCE	ANALYTICAL TECHNIQUE
Occupational Hygiene Analysis			
Asbestos (Bulk)	INORG 93-6010	EPA 600/R-93/116 & NIOSH 9002	PLM
Asbestos (Bulk) Phase 1	INORG 93-6010	EPA 600/R-93/116 & NIOSH 9002	PLM
Asbestos (Bulk) Phase 2	INORG 93-6010	EPA 600/R-93/116 & NIOSH 9002	PLM
Asbestos (Bulk) Phase 1	INORG 93-6010	EPA 600/R-93/116 & NIOSH 9002	PLM
Asbestos (Bulk) Phase 2	INORG 93-6010	EPA 600/R-93/116 & NIOSH 9002	PLM
Asbestos (Bulk) Phase 3	INORG 93-6010	EPA 600/R-93/116 & NIOSH 9002	PLM
Lead	MET-93-6106	EPA SW 846 3050B & 6010C	ICP/OES



5835 Coopers Avenue
Mississauga, Ontario
L4Z 1Y2
www.agatlabs.com • webeath.agatlabs.com

Laboratory Use Only
Arrival Temperature: _____
AGAT WO #: _____
Lab Temperature: 13T721096
Notes: _____

Chain of Custody Record

Ph.: 905.712.5100 • Fax: 905.712.5122 • Toll Free: 800.856.6261

Client Information:
Company: Exp
Contact: Jeff Atkinson
Address: 985 Regent St. Sudbury
Phone: 00
705-674-9166 Fax: _____
Project: 32103 PO: _____
AGAT Quotation #: 50A

Please note, if quotation number is not provided, client will be billed full price for analysis.

Regulatory Requirements:

Regulation 153/09 (reg. 511 Amend.) Sewer Use

Table: _____ Indicate one

Ind/Com Sanitary

Res/Park Storm

Agriculture

Soil Texture (check one): Coarse Fine

Regulation 558 CCME Other (specify): _____

Prov. Water Quality Objectives (PWQO) None

Invoice To: Same: Yes No

Company: _____
Contact: _____
Address: _____

is this submission for a Record of Site Condition? Yes No

is this a drinking water sample? (potable water intended for human consumption) Yes No

If "Yes", please use the Drinking Water Chain of Custody Form

Legend Matrix

GW Ground Water Oil Paint Soil

SW Surface Water P S

SD Sediment S

Report Information - reports to be sent to:

1. Name: jeff.henman@exp.com
Email: _____

2. Name: liz.lagardner@exp.com
Email: _____

Sample Identification	Date Sampled	Time Sampled	Sample Matrix	# of Containers	Comments
AS1 - abc	May 29/13		Bulk 3 bags		* Positive
AS2 - "					
AS3 - "					
AS4 - "					
AS5 - "					
AS6 - "					
AS7 - "					
AS8 - "					
AS9 - "					
AS10 - "					
AS11 - "					
AS12 - "					

Samples Relinquished by (print name & sign): Jeff Atkinson Date/Time: May 30/13

Samples Relinquished by (print name & sign): _____ Date/Time: _____

Samples Received by (Print name & sign): May 31/2013 Date/Time: 9:15am

Samples Received by (Print name & sign): _____ Date/Time: _____

Pink Copy - Client
Yellow + Golden Copy - AGAT
White Copy - AGAT

Page 1 of 3
NO: 176298



AGAT

Laboratories

5835 Coopers Avenue
Mississauga, Ontario
L4Z 1Y2

www.agatiabs.com • webearth.agatiabs.com

Chain of Custody Record

Ph.: 905.712.5100 • Fax: 905.712.5122 • Toll Free: 800.856.6261

Client Information:

Company: Exp
Contact: Jeff Newman
Address: 885 Roger St. Sudbury
Phone: 705-641-9681
Project: ON
AGAT Quotation #: _____

Please note, if quotation number is not provided,
client will be billed full price for analysis.

Invoice To:

Company: _____ Same: Yes No
Contact: _____
Address: _____

Regulatory Requirements:

Regulation 153/09 (reg. 511 Amend.) Sewer Use
Table _____ Region _____ Indicate one
 Ind/Com Sanitary
 Res/Part Storm
 Agriculture
Soil Texture (check one) Coarse Fine

Regular TAT 5 to 7 Working Days
 Rush TAT (please provide prior notification)
 Rush Surcharges Apply 3 Working Days
 2 Working Days
 1 Working Day
OR

Date Required (Rush surcharges may apply): _____

Is this submission for a Record of Site Condition?
 Yes No

Is this a drinking water sample?
(potable water intended for human consumption)
 Yes No

If "Yes", please use the
Drinking Water Chain of Custody Form

Legend Matrix

GW Ground Water **O** Oil
SW Surface Water **P** Paint
SD Sediment **S** Soil

Report Information - reports to be sent to:

1. Name: Jeff Newman @ Exp. com
Email: _____
2. Name: Liz Lazardour @ Exp. com
Email: _____

Sample Identification: LP9 Date Sampled: May 29 Time Sampled: _____
Sample Matrix: Bulk # of Containers: 1 bag Comments: _____
Site/Sample Information

Metals and Inorganics	Metal Scan	Hydride Forming Metals	Client Custom Metals	ORPs: <input type="checkbox"/> B-HWS <input type="checkbox"/> Cl <input type="checkbox"/> CN	EC <input type="checkbox"/> FOC <input type="checkbox"/> Cr+6 <input type="checkbox"/> SAR	NO ₃ /NO ₂ <input type="checkbox"/> N-Total <input type="checkbox"/> Hg <input type="checkbox"/> pH	Nutrients: <input type="checkbox"/> TP <input type="checkbox"/> NH ₃ <input type="checkbox"/> TKN	NO ₃ <input type="checkbox"/> NO ₂ <input type="checkbox"/> NO ₃ /NO ₂	VOC: <input type="checkbox"/> VOC <input type="checkbox"/> THM <input type="checkbox"/> BTEX	CMC Fractions 1 to 4	ABNs	PAHs	Chlorophenols	PCBs	Organochlorine Pesticides	TCLP: <input type="checkbox"/> Metals/Inorganics	Sewer Use	

Asbestos
Lead

Samples Relinquished by (print name & sign): Jeff Newman Date/Time: May 30/13

Samples Received by (Print name & sign): Jeff Newman Date/Time: May 31/2013

Pink Copy - Client
Yellow + Golden Copy - AGAT
White Copy - AGAT

Page 3 of 3
NO: 160447

Appendix B – Photographs



Photograph No. 1. Site property and building at 3400 Highway 144, Chelmsford, Ontario.



Photograph No. 2. Asbestos containing “stucco” parging in poor condition, along exterior of Site building.



Photograph No. 3. Asbestos containing “plaster elbow” remnants noted in North basement.



Photograph No. 4. Typical mercury containing thermostat found throughout building.



Photograph No. 5. Lead containing cream coloured paint found throughout main floor and typical acoustic ceiling tiles.



Photograph No. 6. Lead containing light green and dark green paint found throughout building.

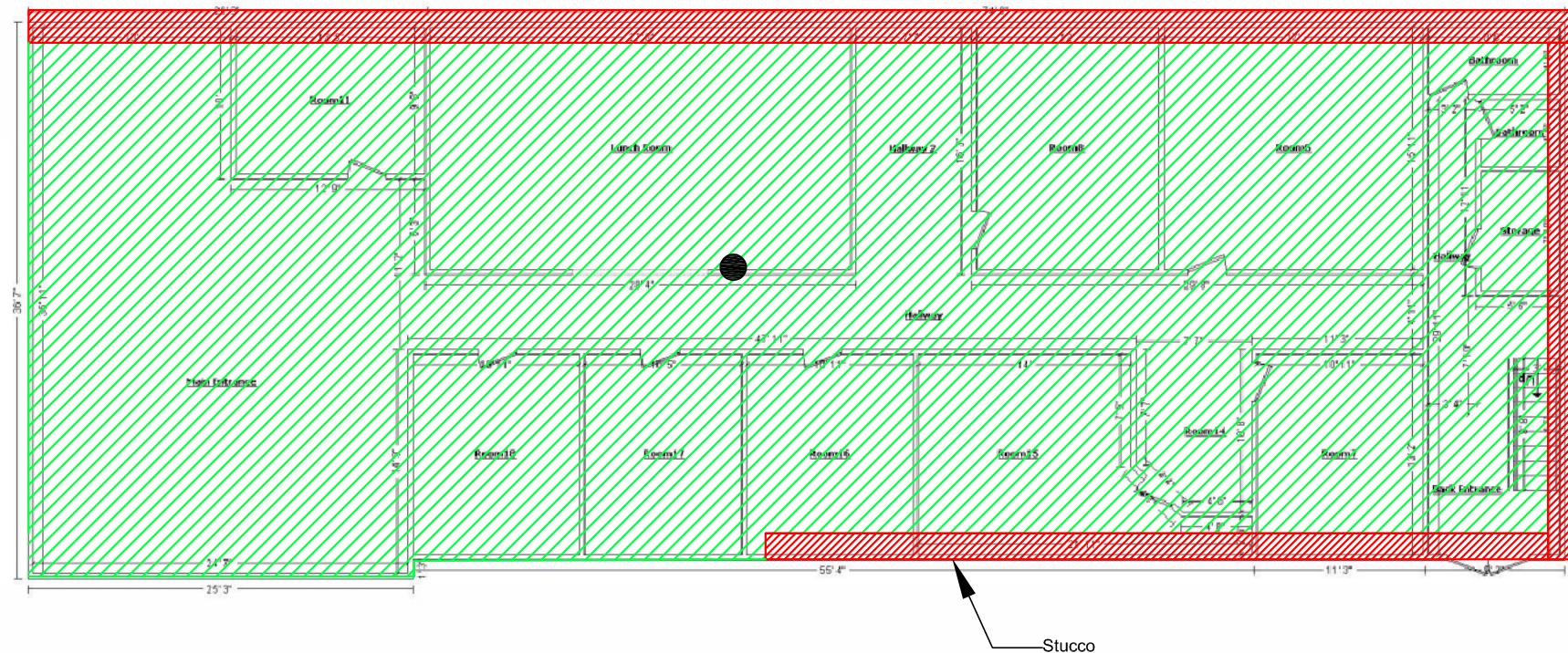


Photograph No. 7. Lead containing light brown paint found on South basement bathroom doors.

Appendix C – Figures

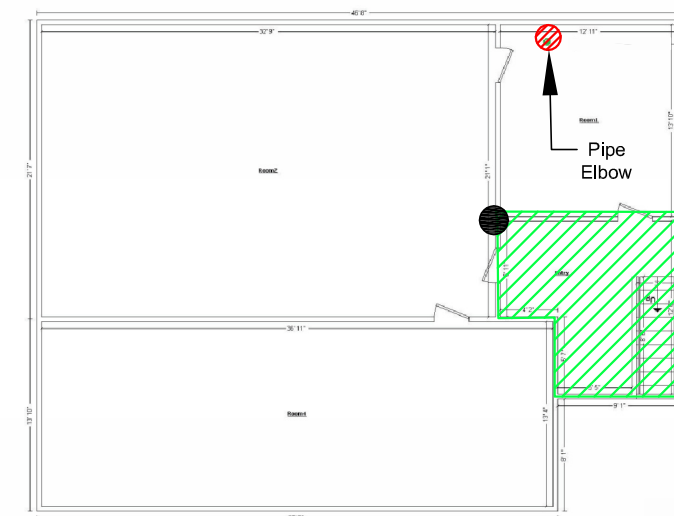


MAIN FLOOR

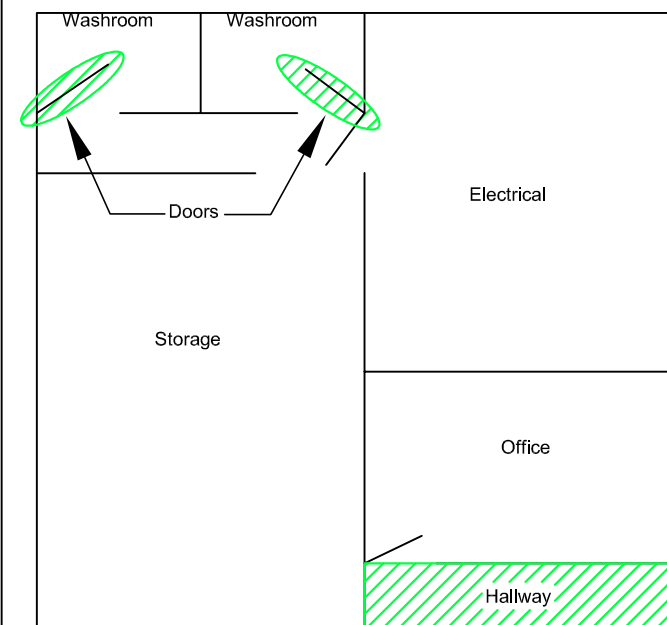


Stucco

NORTH BASEMENT

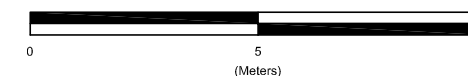


SOUTH BASEMENT



Legend:

- Lead Containing Paint
- Asbestos Containing Material
- Mercury Containing Thermostat



Jun 24, 2013 - 11:28am I:\2013 FILE FOLDER\2013 Envr\3213 GSS Model Apartment and DSS Hwy 144 Chelmsford\30 Project Inputs\lobbied_06.dwg

exp Services Inc.
 Sudbury Branch
 t: +1.705.674.4401 | f: +1.705.674.5583
 885 Regent Street
 Sudbury, ON P3E 5M4
 Canada



www.exp.com • BUILDINGS • EARTH & ENVIRONMENT • ENERGY • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

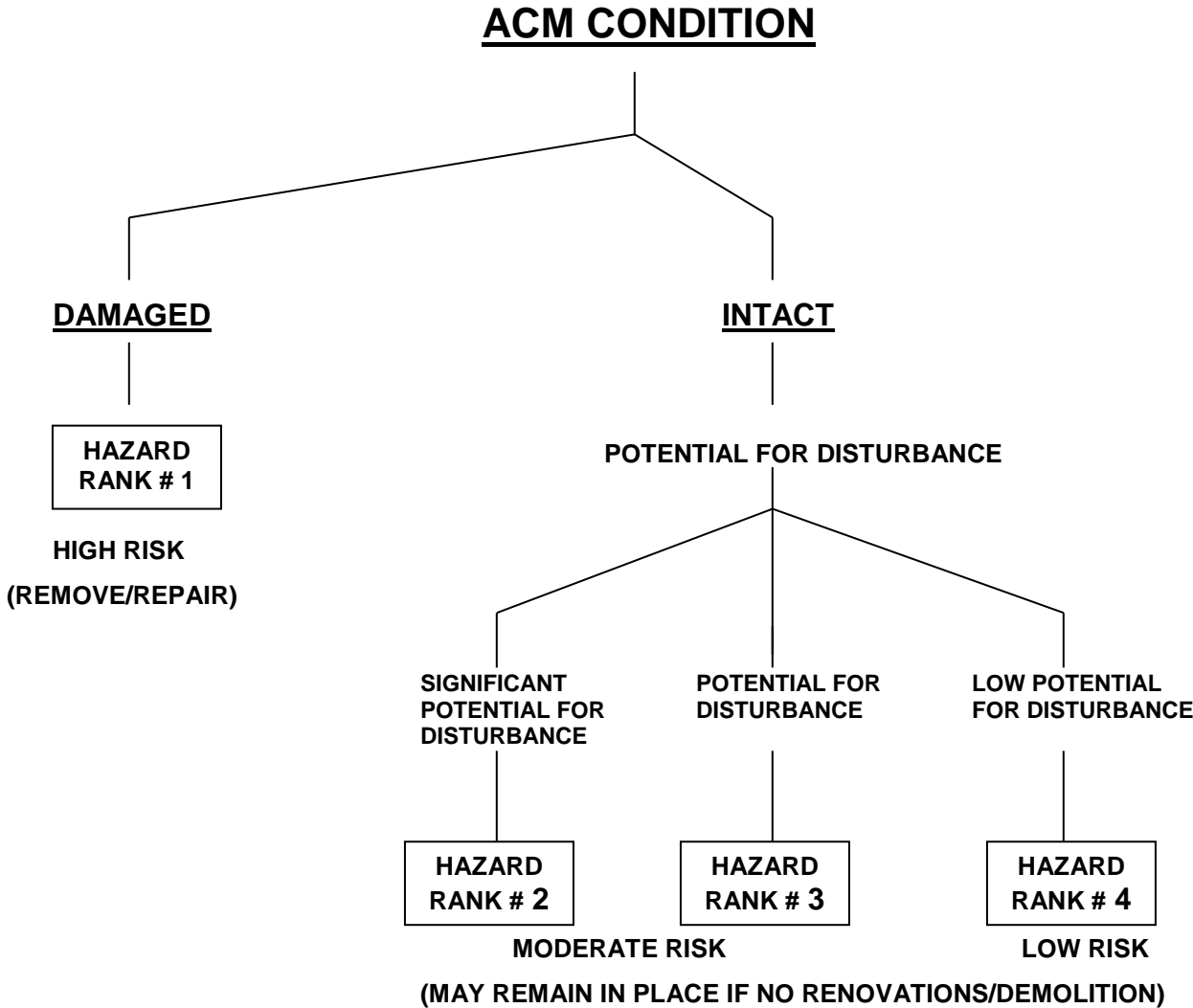
REVISIONS		
No.	DESCRIPTION	DATE

CLIENT	CITY OF GREATER SUDBURY
PROJECT	DESIGNATED SUBSTANCES SURVEY 3400 HWY 144, CHELMSFORD, ONTARIO
PROJECT NO.	SUD-00003213AE

TITLE:	3400 HIGHWAY 144, CHELMSFORD, ON Potentially Hazardous Materials Locations		
DATE	JUNE 2013	SCALE:	AS NOTED
DWG NO.	1		

Appendix D – Hazard Ranking Decision Tree

**CLASSIFICATION FOR ASBESTOS HAZARD POTENTIAL
(DECISION TREE DISPLAY)**





THE CITY OF GREATER SUDBURY

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144
CHELMSFORD**

FORMS

**Accessibility Form
Form of Tender**



**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

DECLARATION OF ACCESSIBILITY COMPLIANCE

To be submitted with your tender

COMPANY NAME:	
PRINT NAME:	
TITLE:	DATED:

I/ we acknowledge that as a Contractor/Consultant of the City of Greater Sudbury we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature

Date

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

<u>DESCRIPTION</u>	<u>FORM OF TENDER</u>	<u>PRICE</u>
Price for Mould removal at 3400 Hwy. 144 Chelmsford (as per scope of work)		\$ _____
	Plus 13% HST	\$ _____
	GRAND TOTAL	\$ _____

A bid deposit in the amount of \$5,000.00 in the form of a certified cheque, money order or irrevocable letter of credit has been submitted with your tender.

ADDENDUM ACKNOWLEDGEMENT SECTION

Addendum Acknowledgement - Refer to Item 14 of Schedule C to By-law 2006-270. Your tender will automatically be rejected if you fail to complete the acknowledgement section below if an addendum(s) has been issued and contains a financial implication. Therefore, complete this section if any addendum(s) has been issued.

If awarded the Contract, the Tenderer agrees to complete the work in accordance with the contract documents including Section 1 (Commencement and Completion) of the Special Provisions and the following Addenda.

Addendum No. _____, dated _____, 2013 Addendum No. _____, dated _____, 2013

Addendum No. _____, dated _____, 2013 Addendum No. _____, dated _____, 2013

I have read, acknowledge and understand all terms, conditions and requirements contained in this tender document:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ **FAX #:** _____ **E-MAIL:** _____

NAME AND POSITION OF PERSON SIGNING (Please Print): _____

SIGNATURE: _____ **DATE:** _____

"I have the authority to bind the Corporation/Company/Partnership"

Please ensure that an original signature (ink) is provided with the original tender document. A photocopy of the signature will not be accepted on the document marked as the Original. Failure to provide original signatures on the document marked original will result in the rejection of your Tender.

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED



**ATTACH THIS LABEL SHEET TO THE FRONT OF YOUR TENDER ENVELOPE/PACKAGE
SUBMISSION**

**TENDER
TO BE RETURNED TO:**

**THE CITY OF GREATER SUDBURY
C/O SUPPLIES AND SERVICES
200 BRADY STREET,
2ND FLOOR, TOM DAVIES SQUARE
BOX 5000, STN. A
SUDBURY, ON P3A 5P3**

**CONTRACT GDD13-51
TENDER FOR MOULD REMEDIATION AT 3400 HWY. 144 CHELMSFORD**

Bidders Name: _____

Address: _____

For City Use Only:

Time and date Received:

NOTE: This address label/sheet must be affixed to the front of your sealed tender envelope/ package submission. The Supplies & Services section will not be held responsible for envelopes or packages that are not labeled.