

## MODIFICATION AGREEMENT 1

OP18NAN071

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the **MINISTER OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY**  
(the "Province", "we", "us", or "our", as applicable)

AND

**TRILLIUM ENVIRONMENTAL LTD.**

(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

A. The parties entered into an agreement dated January 8, 2018 a copy of which is attached as Exhibit 1 (the "Agreement"). Contaminated Site Assessment Cowichan River Provincial Park.

B. The parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

1. The document attached to this agreement and entitled "Revised Schedule A to the Service Agreement between Her Majesty the Queen in right of the Province of British Columbia and Trillium Environmental Ltd. replaces the Schedule A attached to the Agreement, effective February 8, 2018.

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 16 day of February 2018 on behalf of the Province by its duly authorized representative:

Signature

Print Name

SIGNED AND DELIVERED on the 15th day of February 2018 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

Print Name Stefan Quaglia

## APPENDIX 1

### (Schedule B – Fees and Expenses)

Complete and submit this Appendix 1, clearly identifying the price(s) proposed for the Services in Schedule A.

Schedule B will be completed during contract finalization to match the information provided in this Appendix 1.

STEPS	Short Description of Work included – Schedule of completion (including reports)	COST
1. Preliminary surface soil sampling and indoor range contamination containment, testing with results and recommendations provided in a report	<p><b>Schedule to completion: Jan. 8 – 22, 2018.</b></p> <ul style="list-style-type: none"> <li>• Prepare fieldwork Job Safety Analysis (JSA).</li> <li>• Mobilize to Site to hand collect soil samples at seven (7) locations.</li> <li>• Document observations of coarse bullet/shot fragments by sample location.</li> <li>• Submit seven samples and one duplicate (7+1) to laboratory for analysis of total metals.</li> <li>• Prepare report presenting soil results compared to applicable regulatory standards, findings of indoor range contamination containment assessment, and recommendations.</li> </ul>	\$3,000
2. Stage 1 PSI – with report	<p><b>Schedule to completion: Jan. 8 – Feb. 2, 2018.</b></p> <ul style="list-style-type: none"> <li>• Conduct and document site reconnaissance (same day as Preliminary Soil Sampling step, above).</li> <li>• Research and document information available for the Site and surrounding area; including geology, hydrology, water wells, city directories, aerial photographs, BC Site Registry, land titles, available well test results, and interviews.</li> <li>• Prepare Stage 1 PSI report stating conclusions and recommendations, supported with figures, Site photos, and appended research documentation.</li> </ul>	\$2,600
3. Stage 2 PSI- Soil investigation with complete groundwater sampling. (confirm whether the contamination is travelling from sites under investigation) - Based on drilling 3 testing sites.	<p><b>Schedule to completion: Feb. 5 – Feb. 28, 2018.</b></p> <ul style="list-style-type: none"> <li>• Conduct pre-drilling BC One Call. Prepare fieldwork JSA; review with involved parties on-site.</li> <li>• Mobilize to Site with drilling contractor and advance three (3) boreholes. Collect one (1) soil sample at depth per borehole. Install groundwater monitoring wells in each borehole.</li> <li>• Mobilize to Site to develop each monitoring well.</li> <li>• Mobilize to Site to purge and sample monitoring wells.</li> <li>• Submit three samples and one duplicate (3+1), from each soil and water, to laboratory for analysis of total metals in soil and dissolved metals in groundwater.</li> <li>• Prepare Stage 2 PSI report presenting analytical results compared to applicable regulatory standards, figures and borehole logs. The report will include an assessment of whether contamination is travelling to groundwater from known surface sources.</li> </ul>	\$16,880
<b>Total Cost</b>	Professional fees, contractor costs, and disbursements.	<b>\$22,480</b>

**NOTE:** Moving forward with the following step will depend on findings and budget allowance.

# GENERAL SERVICE AGREEMENT



## For Administrative Purposes Only

Ministry Contract No.: **OP18NAN071**

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: **TRILLIUM  
ENVIRONMENTAL LTD**

Supplier No.: \_\_\_\_\_

Telephone No.: 250-466-9990

E-mail Address: [squaglia@trilliumenviro.com](mailto:squaglia@trilliumenviro.com)

Website: \_\_\_\_\_

### Financial Information

Client: 048

Responsibility Centre: 296A9

Service Line: 31240

STOB: 6001

Project: 2900000

**CONTAMINATED SITE ASSESSMENT  
COWICHAN RIVER PROVINCIAL PARK**

Template version: July 31, 2017

THIS AGREEMENT is dated for reference the 8 day of January, 2018.

BETWEEN:

**TRILLIUM ENVIRONMENTAL LTD.** (the "Contractor") with the following specified address and fax number:  
126 Ingram Street, Suite 203  
Duncan BC V9L 1P1

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by **MINISTER OF ENVIRONMENT** (the "Province") with the following specified address and fax number:  
2080-A Labieux Road  
Nanaimo BC V9T 6J9  
250-478-9211

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

## **Schedule A – Services**

### **PART 1. TERM:**

1. The term of this Agreement commences on January 8, 2018 and ends on March 9, 2018.

### **PART 2. SERVICES:**

This Schedule A- covers the scope of work required to complete a contaminated site investigation based on the process and guidance laid out in the BC Environmental Management Act (EMA) and Contaminated Site Regulations (CSR). The investigation will take place at the Cowichan Fish and Game Association (CGFA) within Cowichan River Provincial Park. In addition, the contractor will be responsible for completing or assist BC Parks with the completion of any submittals required for the Ministry of Environment and Climate Change Strategy under the CSR as a result of this investigation. The purpose of this investigation is to confirm whether or not the site is contaminated and to confirm if the contamination is travelling from sites into groundwater.

#### **Site Information:**

Cowichan Fish and Game Association (CFGA) was established in 1933 and has been used for firearms training since 1938. In 1995 Cowichan River Provincial Park was created encompassing the CFGA. The club is located on the property at 4295 Robertson Rd in Glenora and is open year round. CFGA maintains four shooting ranges; including three outdoor ranges; a covered 100 / 200 yard rifle range, a covered 50 yard handgun range and small bore (.22 LR caliber) as well as a single station trap range. Additionally, a six position heated 20 yard indoor range. Site map attached as Appendix 2.

**NOTE:** The contractor must notify the CFGA when testing will be taking place in order for the range to give notice of a closure – at least 1 week is required.

#### **Outputs**

1. Preliminary surface soil sampling and indoor range contamination containment, testing with results and recommendation
2. Stage 1 PSI – with report
3. Stage 2 PSI- Soil investigation with complete groundwater sampling. (confirm whether the contamination is travelling from sites under investigation) - Based on drilling 3 testing sites.

The Contractor must complete the items described in each step of the attached ITQ #OP18NAN071 Appendix 1 Schedule B.

#### **Reporting requirements:**

A report is required after the completion of each step of testing.

### **PART 3 – Related Documents**

**Appendix 1** ITQ OP18NAN071 from Trillium Environmental Ltd. attached

**Appendix 2** Site Map

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$15,500.00 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

#### Rate per Unit/Deliverable

#### Fees:

1. January 22, 2018	Preliminary Soil Sampling with Report	\$3,000.00
2. February 2, 2018	Stage 1 PSI with Report	\$2,600.00
3. February 28, 2018	Stage 2 PSI with Report	\$9,950.00

### 3. EXPENSES:

**Expenses:** None

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for deliverables completed January 22, February 2 and February 28, 2018 (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### 5. PAYMENTS DUE:

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Grassroots Drilling Inc.  
PO Box 2498 Cowichan Bay, BC V0R 1N0

CARO Analytical Services  
#110 – 4011 Viking Way  
Richmond, BC, V6V 2K9  
Phone: (604) 279-1499 Fax: (604) 279-1599