



June 30, 2022

Mr. Derek Read
Beedie (CHS 20th Ave NE) Holdings Ltd.
3030 Gilmore Diversion
Burnaby, BC V5G 3B4
Via email: derek.read@beedie.ca

Dear Mr. Read:

**Re: Performance Verification Plan for Certificate of Compliance
19030 and 19066 20th Avenue, Surrey, BC
Project No. 16398**

Keystone Environmental Ltd. (Keystone Environmental) has prepared this Performance Verification Plan (PVP) in support of an application for an Approval in Principle (AiP) for the property referenced as 19030 and 19066 20th Avenue, Surrey, BC (the "Site").

The PVP presents the principal risk management measures that apply and must remain in place at the Site until re-development begins and the remediation plan is implemented to ensure that human health and ecological risks remain acceptable under existing conditions. The PVP was prepared in accordance with BC Ministry of Environment and Climate Change Strategy (ENV) guidance (BC ENV, 2022). The PVP was based on the findings of the Keystone Environmental (2022) human health and ecological risk assessment (HHERA) report titled *Report of Findings – Human Health and Ecological Risk Assessment, 19030 and 19066 20th Avenue, Surrey, BC*.

DETERMINATION OF SITE TYPE

The principal risk controls which must be maintained at the Site include the following:

- Contaminated soils located within the inferred areas of soil contamination, as shown and described by metes and bounds in **Figure 22-16398-01**, must remain covered by a minimum of 1.0 m of uncontaminated material or covered by intact pavement or building foundations.
- Water wells used for drinking water purposes with a screened interval shallower than the existing drinking water well of 11.9 metres below ground surface (mbgs) must not be constructed on the Site.

These risk controls were put in place to prevent exposure to soil and groundwater contamination by human and/or terrestrial ecological receptors at the Site. The metes and bounds of the risk management area is presented in **Figure 22-16398-01**.

Based on these risk control measures for the Site, the Site is considered to be a Type 2 site. A Type 2 site is one that meets risk-based standards under current and future uses through use of institutional or engineered risk controls, apart from the risk controls included for Type 1 sites¹. However, since the risk controls for the Site are associated with the AiP for the Site, the risk controls are only applicable to the Site under the current use until the remediation plan is implemented.

REQUIRED ACTIONS TO IMPLEMENT THE REQUIRED RISK CONTROLS

The following actions are required by Beedie (CHS 20th Ave NE) Holdings Ltd. to implement the risk controls:

- Mandatory notification provided to the Site owner/operator and workers involved in site redevelopment that soil contamination must remain at least 1.0 metre below ground surface (mbgs) unless covered by intact pavement or building foundations. The risk management area is defined by metes and bounds in **Figure 22-16398-01**.
- Mandatory notification provided to the Site owner/operator that groundwater drinking water wells screened at depths less than 9 mbgs are not to be installed on the Site.
- Mandatory annual inspection of Site by a site operator to ensure risk control within areas of soil contamination is being maintained.
- Mandatory notification provided to the Site owner/operator and workers involved in site redevelopment that if soil contamination is to be removed through excavation, a qualified environmental professional should be retained to characterize the material and advise on proper soil management and disposal.
- Mandatory notification provided to the Site owner/operator to keep and maintain records of risk control maintenance as these records may need to be submitted to BC ENV upon request in the future.
- Mandatory notification provided to the Site owner/operator that the Director must be notified if performance verification actions indicate that there is a failure of the risk control.

Records of risk control maintenance by the Site owner/operator should include the following:

- Scheduled construction activities that have occurred within a risk management area.
- Description and schedule of inspection and maintenance works conducted within a risk management area.

¹ Type 1 sites include those that have an institutional control for limiting the presence of future drinking water wells where the site is serviced by a treated municipal water supply and/or have an engineered control of a maintained and a paved cap covering soil contamination in a municipal roadway or sidewalk.

- Detailed specifications on any engineering work to be implemented within a risk management area.
- Quantity and quality of soil or waste managed or disposed of as part of the engineered works.
- Any identified failures in risk control performance along with the measures taken to restore the risk control.

Suitable forms of record documentation include inspection records, site photographic documentation, engineering drawings/details, communication documents, and related information. This documentation should be recorded at least annually or until an updated HHERA and/or PVP is prepared in support of an application for a risk-based Certificate of Compliance (CofC) for the Site.

SUMMARY RATIONALE

Contaminated soils located within the inferred areas of soil contamination, as shown and described by metes and bounds in Figure 22-16398-01, must remain at depths of at least one metre below surface grade or covered by intact pavement or building

Soil contamination exceeding the CSR Schedule 3.1 soil standards for residential (low density) land use (RL_{LD}) relevant to human and terrestrial ecological health is currently present in soils at a minimum depth of 1.5 mbgs. The risk assessment assumed that the identified soil contamination would remain at depths of at least 1.0 mbgs or covered by pavement or building foundations, which would prevent potential exposures and risks to on-site human and terrestrial ecological receptors. Furthermore, retaining a qualified environmental professional to advise on the proper soil management during excavation would prevent contaminated soils from being relocated to surface and mitigate future unacceptable risks to the environment.

Maintaining communication and inspection records, at least annually or until an updated HHERA and/or PVP is prepared for the Site, is considered a suitable risk management measure.

Water wells used for drinking water purposes with a screened interval shallower than the existing drinking water well of 11.9 metres below ground surface (mbgs) must not be constructed on the Site.

Groundwater contamination exceeding the CSR Schedule 3.2 standards for drinking water use is present at the Site at depths ranging from approximately 0.6 to 8.5 mbgs. A water well used for domestic purposes is present on the Site in the vicinity of the groundwater contamination plume and is screened from approximately 11.9 to 13.7 mbgs. The risk assessment assumed that groundwater drinking water wells would not be installed at the Site in the future with a screened interval shallower than the existing drinking water well.

Maintaining communication and inspection records, at least annually, is considered a suitable risk management measure.

CONCLUSION

It is our opinion that the actions identified in this report are sufficient to ensure performance verification of the risk controls required for this Site. As such, a contingency plan is not considered necessary and therefore is not provided.

STUDY LIMITATIONS

The findings presented in this report are based upon the field work conducted by Keystone Environmental for Beedie (CHS 20th Ave NE) Holdings Ltd. Keystone Environmental has prepared this document in good faith and has relied upon information provided by others. Keystone Environmental has assumed that the information provided by third parties is both complete and accurate. This report was completed in a manner consistent with that level of care and skill normally exercised by other environmental professionals, practicing under similar circumstances in the same locale at the time of the performance of the work.

This report has been prepared solely for the internal use of Beedie (CHS 20th Ave NE) Holdings Ltd. and for review by the BC Ministry of Environment and Climate Change Strategy pursuant to the agreement between Keystone Environmental Ltd. and Beedie (CHS 20th Ave NE) Holdings Ltd. A copy of the general terms and conditions associated with this agreement is attached to the end of this report. By using this report, Beedie (CHS 20th Ave NE) Holdings Ltd. and the BC Ministry of Environment and Climate Change Strategy agree that they will review and use the report in its entirety. Any use which other parties make of this report, or any reliance on or decisions made based on it, are the responsibility of such parties. Keystone Environmental Ltd. accepts no responsibility for damages, if any, suffered by other parties as a result of decisions made or actions based on this report.

Sincerely,

Keystone Environmental Ltd.

Kevin Hall, B.Sc., R.P.Bio.
Risk Assessor

Adam Radlowski, M.Sc., R.P.Bio.
Senior Environmental Risk Assessor

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ATTACHMENTS:

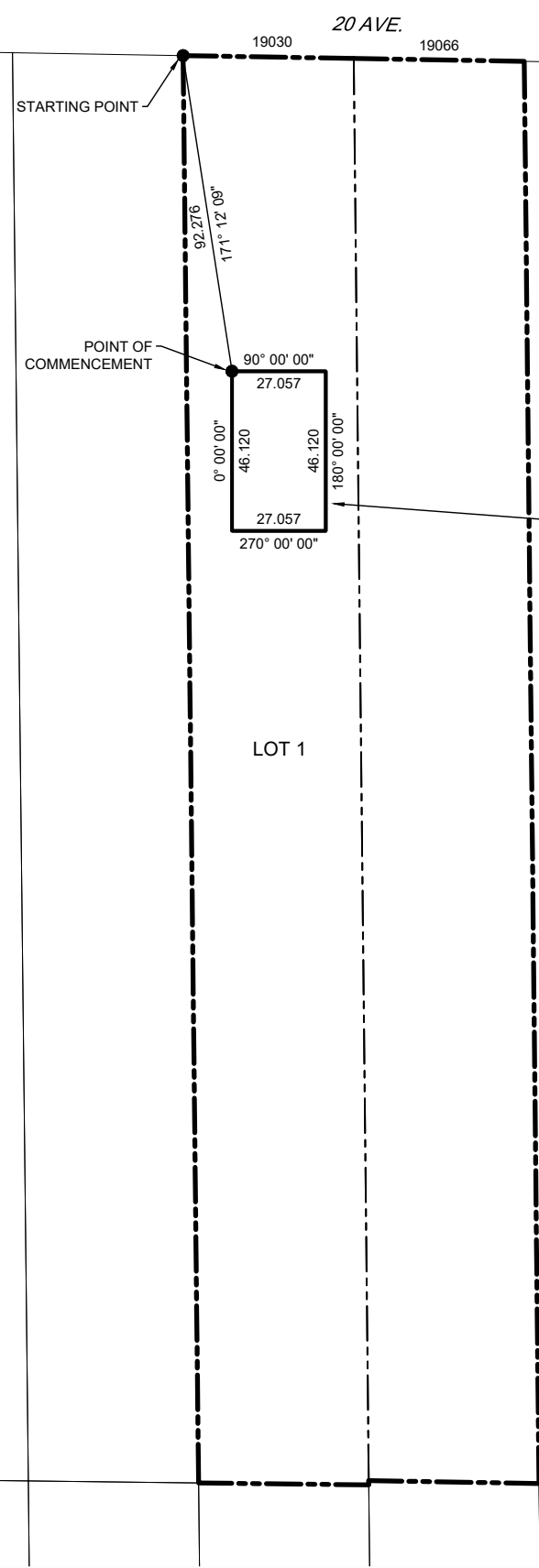
- References
- Metes and Bounds Figure
- General Terms and Conditions

REFERENCES

REFERENCES

- BC ENV. (2022). BC Ministry of Environment and Climate Change Strategy. *Performance Verification Plans*. Retrieved June 22, 2022, from <https://www2.gov.bc.ca/gov/content/environment/air-land-water/site-remediation/remediation-planning/remediation-plan-aip/performance-verification-plans>
- Keystone Environmental Ltd. (2022). *Report of Findings – Human Health and Ecological Risk Assessment, 19030 and 19066 20th Avenue, Surrey, BC*. Burnaby, BC: Keystone Environmental Ltd. June 2022.

METES AND BOUNDS FIGURE



METES & BOUNDS OF ON-SITE CONTAMINATION:

- STARTING AT THE NORTHWEST CORNER OF LOT 1 SECTION 16 TOWNSHIP 7 NEW WESTMINSTER DISTRICT PLAN LMP15694:
- THENCE 171° 12' 09" FOR 92.276 METRES; TO THE POINT OF COMMENCEMENT.
- THENCE 90° 00' 00" FOR 27.057 METRES;
- THENCE 180° 00' 00" FOR 46.120 METRES;
- THENCE 270° 00' 00" FOR 27.057 METRES;
- THENCE 00° 00' 00" FOR 46.120 METRES;

RETURNING TO THE POINT OF COMMENCEMENT.

LEGEND

- SITE
- - - PROPERTY LINE
- LOT LINES
- METES AND BOUNDS OF ON-SITE CONTAMINATION

NOTES:
 1. THIS DRAWING IS FOR GENERAL INFORMATION ONLY.
 LOT BOUNDARIES AND FEATURES ARE APPROXIMATE.

Keystone Environmental Ltd.
 Ste. 320 4400 Dominion Street
 Burnaby, British Columbia

19030 & 19066 20 Avenue
 Surrey, B C

DESIGN	APPROVED
DRAWN AB	CHECKED
SCALE SCALE: 1:2000(approx.)	

CLIENT
 Beedie Construction

Metes and Bounds of On-Site Contamination

SHEET No.
1 of 1

PROJECT No.
16398-06

REVISION No.
00

DRAWING No.
22-16398-01

No.	DATE	DESCRIPTION	BY	APPROVED
REVISIONS				

GENERAL TERMS AND CONDITIONS

KEYSTONE ENVIRONMENTAL LTD.
GENERAL TERMS AND CONDITIONS FOR SERVICES

All work and/or professional services described in the Proposal or Work Plan prepared by Keystone Environmental Ltd. ("Keystone Environmental") shall be performed in accordance with these General Terms and Conditions. The Proposal or Work Plan stipulates the scope of work/services, schedule, compensation, and any other specified conditions.

1. COMPENSATION

The fees for services provided by Keystone Environmental consists of: (1) an hourly billing rate for any staff member working on the project, except for lump-sum or percent of construction fee basis projects; (2) reimbursement of direct expenses; (3) reimbursement of subcontractor's and other special costs; and (4) use and rental charges for equipment. Invoices will be issued monthly for payment, unless other arrangements have been agreed upon in writing. Invoices are due in 30 days of the invoice date. Subcontractor billings are payable upon presentation. A finance charge of 1.5% per month (19.6% per annum) may be charged on past due accounts. Payment of Keystone Environmental invoices shall be in Canadian currency.

Payment shall be provided by money transfer, cheque, or with prior approval by Keystone Environmental, Master Card or Visa. A surcharge of 3% may be added to payments by MasterCard or Visa if the invoice amount exceeds \$6,000.00. Fees shall be paid in advance if stipulated in the proposal and/or work plan.

Keystone Environmental may, at its sole discretion, withhold work products at any time that invoices are past due and until invoices are paid in full. Keystone Environmental may also, at its sole discretion, stop work at any time invoices are past due.

In the event that Keystone Environmental shall take collection or legal action for the recovery of the payment of outstanding invoices, Keystone Environmental shall be entitled to recover all collection and legal fees and expenses incurred by it with respect to such action.

All time, including traveling hours, spent on the project by Keystone Environmental personnel will be invoiced. Overtime incurred by and paid to personnel may be invoiced at a rate of 1.2 times the hours worked, if so stipulated in the proposal and/or work plan. Unless a lump-sum or percent of construction fee basis is used, the fee estimate presented in the proposal and/or work plan is for budgetary purposes only and is not a fixed lump-sum or maximum fee. The estimated fee does not include GST/HST which will be charged in addition to the professional fees, expenses and disbursements. The estimated fee will not be exceeded without prior written approval from CLIENT. Estimated fees may be exceeded as a result of changed conditions outside the control of Keystone Environmental and/or change in scope of work.

REIMBURSABLE EXPENSES

(a) The following expenses will be invoiced at cost plus 10% to cover overhead:

- (i) Travel expenses including airfare, rental vehicles, personal vehicles at \$0.61/km for less than 5,000 kms and \$0.55/km for 5,000 kms and over, subsistence and lodging.
- (ii) Costs for expendable sampling and field supplies.
- (iii) All project-related purchases including subcontractor costs, laboratory charges, material fees, duties, deposits, equipment purchases, third party equipment rentals and other outside costs incurred specifically for the project.

(b) The following expenses will be invoiced at the rates which follow:

- (i) Field and reproduction equipment in accordance with our Equipment Rate Schedule.
- (ii) Engineering and specialty software services will be invoiced at \$20.00/connect hour as stipulated in the proposal and/or work plan

Technology & Support fee equal to four percent (4%) of all labour fees will be charged to cover communications costs, including telephone, cellular data, mailing and courier, creating electronic PDF reports, electronic file transfer, project administration and accounting labour, secure electronic professional signatures and seals.

2. **INDEPENDENT CONTRACTOR**

Keystone Environmental shall be an independent contractor and shall be fully independent in performing the services and shall not act or hold themselves out as an agent, servant, or employee of CLIENT.

3. **KEYSTONE ENVIRONMENTAL'S PERFORMANCE**

Keystone Environmental shall perform the services with the standard of care that is in accordance with generally accepted professional practices, for services of a similar nature and time.

In the event Keystone Environmental's professional performance, fails to conform to the above stated standard, Keystone Environmental shall, at its discretion and its expense, proceed expeditiously to reperform the nonconforming, or upon the mutual agreement of the parties, refund the amount of compensation paid to Keystone Environmental for such nonconforming work. In no event shall Keystone Environmental be required to bear the cost of gaining access in order to perform its obligations.

4. **CLIENT WARRANTY**

CLIENT warrants that it will provide to Keystone Environmental all information regarding the site, including underground structures and utilities, facilities, buildings, and land involved with the work and that such information shall be true and correct and that it has title to or will provide right of entry or access to all property necessary to perform the work. The Client shall provide all licenses and permits required for the work, unless otherwise stated in the proposal and/or work plan,

5. **INDEMNITY**

a. Subject to the limitations of Section 6 below, Keystone Environmental agrees to indemnify, and hold harmless CLIENT (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including reasonable legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, to the extent caused by or arising out of: (i) Keystone Environmental's errors or omissions or (ii) negligence on the part of Keystone Environmental in performing services hereunder.

b. CLIENT agrees to indemnify and hold harmless Keystone Environmental (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, caused by, or arising out of in whole or in part: (i) any negligence or willful misconduct of CLIENT, (ii) any breach by CLIENT of any warranties or other provisions hereunder, (iii) any condition including, but not limited to, contamination existing at the site, or (iv) contamination of other property arising or alleged to arise from or be related to the site, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of: (i) any negligence or willful misconduct of Keystone Environmental; or (ii) any breach of Keystone Environmental of any warranties hereunder.

6. **LIMITATION OF LIABILITY**

Keystone Environmental's total liability, whether arising from or based upon breach of professional standard of care, breach of contract, tort, including Keystone Environmental's negligence, strict liability, indemnity or any other cause of basis whatsoever, is expressly limited to the limits of Keystone Environmental's insurance coverage. This provision limiting Keystone Environmental's liability shall survive the termination, cancellation or expiration of any contract resulting from this Proposal and the completion of services thereunder. After three (3) years of completion of Keystone Environmental's services, any legal costs arising to defend third party claims made against Keystone Environmental in connection with the project defined in the Proposal or Agreement will be paid in full by the CLIENT.

7. **INSURANCE**

Keystone Environmental, during performance of this Agreement, will at its own expense carry Worker's Compensation Insurance within limits required by law; Comprehensive General Liability Insurance for bodily injury and for property damage; Professional Liability Insurance for errors, omissions and negligence; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At CLIENT'S request, Keystone Environmental shall provide a Certificate of Insurance demonstrating Keystone Environmental's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be cancelled until at least ten (30) days after written notice to CLIENT.

8. **CONFIDENTIALITY**

Each party shall retain as confidential all information and data furnished to it by the other party which relate to the other party's technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, inventions and/or computer programs, which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with work or services performed subject to this Proposal or Agreement, and shall not disclose such information to any third party.

However, nothing herein is meant to prevent nor shall it be interpreted as preventing either Keystone Environmental or CLIENT (the Parties) from disclosing and/or using said information or data; (i) when the information or data is actually known to the receiving Party before being obtained or derived from the transmitting Party; or (ii) when the information or data is generally available to the public without the receiving Party's fault; or (iii) or (iii) where a written release is obtained by the receiving Party from the transmitting Party; or (iv) as required by law.

9. **PROTECTION OF INFORMATION**

Keystone Environmental specifically disclaims any warranties expressed or implied and does not make any representations regarding whether any information associated with conducting the work, including the report, can be protected from disclosure in responses to a request by a federal, provincial or local government agency, or in response to discovery or other legal process during the course of any litigation involving Keystone Environmental or CLIENT. Should Keystone Environmental receive such request from a third party, it will immediately advise CLIENT.

10. **ASSIGNMENT/SUBCONTRACT**

Neither party hereto shall assign this Agreement or any part thereof nor any interest therein without the prior written approval of the other party hereto except as herein otherwise provided. Keystone Environmental shall not subcontract the performance of any work hereunder without the written approval of CLIENT. Subject to the foregoing limitation, the Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

11. **ESTIMATES**

To the extent the work requires Keystone Environmental to prepare opinions of probable cost, for example, opinions of probable cost of construction, such opinions shall be prepared in accordance with generally accepted engineering practice and procedure. However, Keystone Environmental has no control over construction costs, competitive bidding and market conditions, costs of financing, acquisition of land or rights-of-way and Keystone Environmental does not guarantee the accuracy of such opinion of probable cost as compared to actual costs or contractor's bid.

12. **DELAYED AGREEMENTS AND OBLIGATIONS**

The performance by Keystone Environmental of its obligations under this Agreement depends upon the CLIENT performing its obligations in a timely manner and cooperating with Keystone Environmental to the extent reasonably required for completion of the Work. Delays by CLIENT in providing information or approvals or performing its obligations set forth in this Agreement may result in an adjustment of contract price and schedule.

13. **CONSTRUCTION PHASE**

To the extent the work is related to or shall be followed by construction work not performed by Keystone Environmental, Keystone Environmental shall not be responsible for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with the contract documents, drawings and specifications. Keystone Environmental will not direct, supervise or control the work of the CLIENT'S contractors or the CLIENT'S subcontractors.

14. **DOCUMENTATION, RECORDS, AUDIT**

Keystone Environmental when requested by CLIENT, shall provide CLIENT with copies of all documents relating to the service(s) of work performed. Keystone Environmental shall retain true and correct records in connection with each service and/or work performed and all transactions related thereto and shall retain all such records for twelve (12) months after the end of the calendar year in which the last service pursuant to this Agreement was performed. CLIENT, at its expense and upon reasonable notice, may from time to time during the term of this Agreement, and at any time after the date the service(s) were performed up to twelve (12) months after the end of the calendar year in which the last service(s) were performed, audit records of Keystone Environmental in connection with all costs and expenses which it was invoiced.

15. **REPORTS, DOCUMENTS AND INFORMATION**

All field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Keystone Environmental in performance of the work shall remain the property of Keystone Environmental. If required as part of the work, Keystone Environmental shall prepare and provide to the CLIENT a report summarizing the work, detail design, specifications and drawings, as the case may be (CLIENT Report), with electronic secure signature and professional seal. CLIENT shall use the report for its internal purposes and only for those purposes consistent with that which the services and work were performed. , Keystone Environmental shall retain an electronic copy of such CLIENT Report which shall be deemed the original and true copy of the report..

The CLIENT Report shall not to be changed in any way without the prior written consent of Keystone Environmental. The Client accepts full responsibility for any changes made to the report without the prior written consent of Keystone Environmental and shall indemnify and hold harmless Keystone Environmental from any claims arising from use of such changed reports.

16. **LIMITED USE OF REPORT**

Any report prepared as part of the work will be prepared solely for the internal use of CLIENT. Unless otherwise prior to agreed by Keystone Environmental in writing, CLIENT agree that third parties are not to rely upon the report.

17. **SAMPLE MANAGEMENT**

CLIENT shall be the owner of all samples collected by Keystone Environmental from the project site . Keystone Environmental or its laboratory sub-contractor will store such samples in a professional manner in a secure area for the period of time necessary to complete the project. Upon completion of the project, Keystone Environmental disposes of the samples in a lawful manner.

18. **ACKNOWLEDGMENT AND RECOGNITION OF RISK**

CLIENT recognizes and accepts the work to be undertaken by Keystone Environmental may involve unknown undersurface conditions and hazards. CLIENT further recognizes that environmental, geologic, hydrological, and geotechnical conditions can and may vary from those encountered by Keystone Environmental at the times and locations where it obtained data and information and that limitations on available data may result in uncertainty with respect to the interpretation of these conditions. CLIENT recognizes that the performance of services hereunder or the implementation of recommendations made by Keystone Environmental in completing the work required may alter the existing site conditions and affect the environment in the site area.

Unknown undersurface conditions, including underground utility services, tanks, pipes, cables and other works (Underground Works) may be present at the site. Keystone Environmental will conduct utility locates to obtain available information regarding the location of Underground Works in accordance with industry practice. Utility locates are not a guarantee of the location of, or existence of, Underground Works and as a result damage to Underground Works may occur. Keystone Environmental relies on utility locates and Client provided "as-built" and record drawings to determine the location and existence of Underground Works. CLIENT recognizes that the use of utility locates is not a guarantee or warranty that Underground Works may not be damaged and acknowledges that Keystone Environmental is not responsible for any damage caused to Underground Works or the repair of such damage or any resulting or related damage and any costs related to such damage.

19. **DISPOSAL OF CONTAMINATED MATERIAL**

It is understood and agreed that Keystone Environmental is not, and has no responsibility as, a generator, operator or storer of pre-existing hazardous substances or wastes found or identified at work sites. Keystone Environmental shall not directly or indirectly assume title to such hazardous or toxic substances and shall not be liable to third parties.

CLIENT will indemnify and hold harmless Keystone Environmental from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Keystone Environmental as a generator, operator, storer or owner of pre-existing hazardous substances or wastes found or identified at work sites.

20. **SUSPENSION OR TERMINATION**

In the event the work is terminated or suspended by CLIENT prior to the completion of the services contemplated hereunder, Keystone Environmental shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, and (iii) the costs incurred with respect to non-cancelable commitments.

21. **FORCE MAJEURE**

Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labour difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; acts of God; acts of omissions of the other party; any other like causes; or any other unlike causes which are beyond the reasonable control of the respective party.

In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labour disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expense accruing or arising from the delaying event shall be solely for the account of the CLIENT.

22. **NOTICE**

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by facsimile, wire, or certified mail, return receipt requested, postage prepaid, to the address of the party set forth in the Authorization for Work, or to such address for either party as the party may be written notice designate.

23. **GOVERNING LAW**

This Agreement shall be governed by and interpreted pursuant to the laws of the Province of British Columbia.

24. **HEADINGS AND SEVERABILITY**

Any heading proceeding the text of sections hereof is inserted solely for convenience or reference and shall not constitute a part of the Agreement and shall not affect the meanings, context, effect or construction of the Agreement. Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provision shall not be affected thereby.

25. **ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire Agreement and understanding or the parties relating to the provision of work or services by Keystone Environmental to CLIENT, and merges and supersedes all prior agreements, commitments, representation, writings, and discussions between them and shall be incorporated in all work orders, purchase orders and authorization unless otherwise so stated therein. The terms and conditions and details of this proposal and/or work plan may be amended only by written instrument signed by both parties.