











# 2015 National Building Code Seismic Hazard Calculation

INFORMATION: Eastern Canada English (613) 995-5548 français (613) 995-0600 Facsimile (613) 992-8836 Western Canada English (250) 363-6500 Facsimile (250) 363-6565

Site: 48.780N 123.709W

2021-03-31 20:07 UT

Probability of exceedance per annum	0.000404	0.001	0.0021	0.01
Probability of exceedance in 50 years	2 %	5 %	10 %	40 %
Sa (0.05)	0.611	0.443	0.326	0.146
Sa (0.1)	0.940	0.683	0.501	0.222
Sa (0.2)	1.170	0.850	0.627	0.275
Sa (0.3)	1.204	0.872	0.640	0.275
Sa (0.5)	1.087	0.776	0.556	0.227
Sa (1.0)	0.634	0.427	0.291	0.108
Sa (2.0)	0.379	0.247	0.161	0.056
Sa (5.0)	0.118	0.067	0.036	0.011
Sa (10.0)	0.042	0.023	0.012	0.004
PGA (g)	0.512	0.371	0.272	0.118
PGV (m/s)	0.790	0.537	0.371	0.137

Notes: Spectral (Sa(T), where T is the period in seconds) and peak ground acceleration (PGA) values are given in units of g (9.81 m/s<sup>2</sup>). Peak ground velocity is given in m/s. Values are for "firm ground" (NBCC2015 Site Class C, average shear wave velocity 450 m/s). NBCC2015 and CSAS6-14 values are highlighted in yellow. Three additional periods are provided - their use is discussed in the NBCC2015 Commentary. Only 2 significant figures are to be used. These values have been interpolated from a 10-km-spaced grid of points. Depending on the gradient of the nearby points, values at this location calculated directly from the hazard program may vary. More than 95 percent of interpolated values are within 2 percent of the directly calculated values.

# References

National Building Code of Canada 2015 NRCC no. 56190; Appendix C: Table C-3, Seismic Design Data for Selected Locations in Canada

Structural Commentaries (User's Guide - NBC 2015: Part 4 of Division B) Commentary J: Design for Seismic Effects

Geological Survey of Canada Open File 7893 Fifth Generation Seismic Hazard Model for Canada: Grid values of mean hazard to be used with the 2015 National Building Code of Canada

See the websites www.EarthquakesCanada.ca and www.nationalcodes.ca for more information



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# TERMS OF ENGAGEMENT

# 1. GENERAL

- 1.1. Ryzuk Geotechnical Ltd., its principals and employees (collectively the "Consultant") shall render the Services to the Client for the Project in accordance with the following terms of engagement (the "Engagement").
- 1.2. The Consultant will provide the Services, and any other associated documents, records or data, in accordance with the standard of care, skill and diligence required of a geotechnical consulting firm providing similar services at the same time in the same geographic location and circumstances in British Columbia. The Services will be provided in accordance with procedures customarily provided in similar circumstances by similar professionals. No other representations or warranties, expressed or implied, are made by the Consultant.
- 1.3. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

#### 2. COMPENSATION

2.1. All fees billed to the Client by the Consultant are payable in Canadian dollars. Invoices are due and payable by the Client on receipt of the invoice, without holdback. Interest on overdue accounts is 24% per annum.

# 3. REPRESENTATIVES

3.1. Each party must designate a representative who is authorized to act on behalf of that party and receive notices under this Engagement.

#### 4. TERMINATION

- 4.1. Either party may terminate this Engagement without cause upon providing 30 days' written notice to the other party. On termination by either party under this section, the Client shall forthwith pay to the Consultant all fees invoiced by the Consultant for the Services performed to the date of termination, including all expenses and other charges incurred by the Consultant in respect of the Consultant's Engagement by the Client.
- 4.2. If either party is in breach of any term of this Engagement, the non-defaulting party may give written notice of the breach to the other party and thereafter terminate this Engagement forthwith if the defaulting party does not remedy said breach within 7 days' of being provided written notice of the breach. On termination by the Consultant under this section, the Client shall forthwith pay to the Consultant all fees invoiced for the Services performed to the date of termination, including all expenses and other charges incurred by the Consultant in respect of the Consultant's Engagement by the Client.

# 5. ENVIRONMENTAL

5.1. The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate contamination or pollution of soil or groundwater. The Consultant will cooperate with any environmental consultant retained by the Client during the field work phase of the investigation.

#### 6. INSURANCE

6.1 Ryzuk Geotechnical maintains Professional Indemnity Insurance as follows:



- 6.1.1 \$3,000,000 each and every claim
- 6.1.2 \$5,000,000 in the aggregate
- 6.1.3 \$5,000,000 commercial/general liability coverage.
- 7. LIMITATION OF LIABILITY
- 7.1. The Consultant shall not be responsible for:
  - 7.1.1. the negligence or failure of any contractor or other professional retained by the Client to perform work or provide services in respect of the Project in accordance with the applicable contract documents and/or advice provided by the Consultant;
  - 7.1.2. the design of or defects in equipment or materials supplied or provided by the Client or its contractors for incorporation into the Project;
  - 7.1.3. any cross-contamination resulting from subsurface investigations;
  - 7.1.4. any Project decisions made by the Client if such decisions are made without the Client first seeking advice from the Consultant and/or decisions contrary to or inconsistent with advice provided by the Consultant;
  - 7.1.5. any consequential loss, injury or damages suffered by the Client or its agents and contractors, including but not limited to loss of use, earnings and business interruption;
  - 7.1.6. the unauthorized distribution of any confidential document or reports prepared by or on behalf of the Consultant for the exclusive use of the Client;
- 7.2. The Consultant will make all reasonable efforts prior to and during subsurface site investigations to minimize the risk of damaging any subsurface utilities/mains. If, in the unlikely event that damage is incurred where utilities are unmarked and/or undetected, the Consultant will not be held responsible for damages to the Project site or surrounding areas, utilities/mains or drilling equipment or the cost of any repairs thereto.
- 7.3. The Consultant's total liability to the Client for any errors, omissions, breaches of contract and/or negligence arising in connection with the Services is limited to the amount of the Consultant's fees for the Services and shall not exceed that amount under any circumstances. For greater clarity, this means that if the Client makes any claim, including any claim for contribution or indemnity, or brings any claims against the Consultant, then any damages for which the Consultant may be liable cannot exceed the total amount of fees paid to the Consultant by the Client.
- 7.4. The Client agrees to indemnify and to save and hold harmless the Consultant from any claim, demand, litigation, expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, in respect of any claim for property damage, loss, or personal injury brought by any party including the Client's contractors, other professionals, or any third party, resulting from the Consultant's provision of the Services, except for such property damage, loss or personal injury that results directly from the gross negligence of the Consultant.
- 7.5. No claim may be brought against the Consultant in respect of the Consultant's provision of the Services, in contract, negligence or other civil wrong more than 2 years after any claim is discoverable.
- 8. DOCUMENTS AND REPORTING



- 8.1. All of the documents prepared by or on behalf of the Consultant in connection with the Project are instruments of service for execution of the Project and the Services. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.
- 8.2. Documents that have been prepared specifically for the Project are applicable and may be relied upon only in the case where there has been no physical alteration to, or deviation from any of the information or plans provided to the Consultant by the Client or the Client's agents. If the Client makes any changes or deviations from original plans for the Project, the Client may request that the Consultant review and revise Project documents accordingly.
- 8.3. Identification and classification in respect of the extent, properties, or type of soils or other materials at the Project site will be based upon investigation and interpretation of results in a manner consistent with customarily accepted standard geotechnical consulting practices in the location where the Services were performed. Due to the nature of geotechnical consulting, there is an inherent risk that all potential conditions will not be detected at the Project site and that actual subsurface conditions may vary considerably from investigation points. The Client and any other party making use of any documents prepared by the Consultant in respect of the Project acknowledges and accepts this risk.
- 8.4. Any conclusions and recommendations provided within any document prepared by the Consultant for the Client will be based on the scope of investigation by the Consultant and any additional information provided to the Consultant by the Client or the Client's agents. The Consultant disclaims responsibility for any deficiency or inaccuracy resulting from the Consultant being provided with inaccurate or fraudulent information by the Client or the Client's agents.
- 9. JOBSITE SAFETY AND CONTROL
- 9.1. The Client acknowledges that control of the Project site remains solely with the Client, and/or the Client's agents and/or contractors. The presence of the Consultant's personnel on the Project site does not relieve the Client, the Client's agents and/or contractors from their responsibilities for Project site safety. The Client must inform the Consultant of all hazardous or otherwise dangerous conditions at the Project site of which the Client, its agents, and/or contractors are aware.
- 9.2. The Client acknowledges that during the course of a geotechnical investigation a previously unknown hazard or contaminant may be discovered. Discovery and/or identification of a hazard/contaminant may necessitate procedures to ensure the safety and protection of persons and/or the environment being undertaken. The Client shall be responsible for payment of any additional expenses incurred as a result of discovery of a hazard/contaminant. The Client acknowledges that certain circumstances require government and/or regulatory authorities to be notified of hazardous conditions and/or contaminants. The Client shall not make any claim or bring any action against the Consultant in the event the Consultant provides any required notification of a hazard and/or contaminant to a government and/or regulatory authority.

# 10. FIELD SERVICES

10.1. If the Consultant is requested or required to provide field reviews as part of the Services for the Project and the Client declines to authorize or otherwise limits the scope of same in a manner inconsistent with the Consultant's advice or recommendations, the Consultant may provide qualified certifications in respect of any work completed by the Client and/or its contractors that was not overseen by the Consultant.

#### 11. DISPUTE RESOLUTION

11.1. If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Engagement by entering into



structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with assistance of a mediator, the dispute shall be referred to and finally resolved by a British Columbia Court.

#### 12. CONFIDENTIALITY

12.1. During the term of the Engagement, the Consultant shall not use or disclose any of the Client's confidential information to any third party other than the Consultants legal and/or financial advisors without authorization from the Client. The Consultant will use any confidential information for the sole purpose of carrying out the Services. The Consultant may share photos of the Project so long as such photos do not disclose any information not otherwise available or readily visible by the public. Unless already made public, the Consultant will not share Client or Project site address information on social media or with third parties.