



**qathet**  
**REGIONAL DISTRICT**

# **Environmental Monitoring and Reporting Resource Recovery Centre**

## **Request for Proposal**

**PROPOSAL NUMBER: 1220-339**

**ISSUE DATE: FRIDAY, OCTOBER 2, 2026**

**CLOSING LOCATION:**  
operations@qathet.ca

**CLOSING DATE AND TIME:**  
Friday, October 30, 2026 – 4:00 pm Pacific Time

**CONTACT INFORMATION:**

Caroline Visser  
Operational and Cemetery Services Clerk  
Tel: 604-485-2260  
Email: operations@qathet.ca

**NOTE: This RFP contains MANDATORY requirements. All mandatory requirements must be met, or your Proposal will not be reviewed. Please see Section 6.1 – Mandatory Requirements for more information.**

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**APPENDIX A – Proposal Response Form**

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**APPENDIX E – Site and Sampling Location Maps**

## **1. REQUEST FOR PROPOSAL**

### **1.1 Purpose**

qathet Regional District (qRD) is requesting Proposals from qualified consultants to perform Environmental Monitoring and Reporting (herein referred to as the Works) for a five-year term covering the period January 1, 2027 through December 31, 2031.

The Works relate to the qRD Resource Recovery Centre (RRC), located at 4924 Marine Avenue, Powell River, British Columbia. Environmental monitoring comprises quarterly monitoring and sampling of five (5) existing groundwater wells and four (4) surface water monitoring locations. This includes field monitoring activities, sample acquisition, followed by sample analysis and annual reporting.

Details related to the scope of Works are presented in Section 3 of this Request for Proposal (RFP) and include the following:

- Environmental Monitoring Program: quarterly monitoring and testing of ground water monitoring wells and surface water sampling locations for the 2027-2031 calendar years; and
- Annual Environmental Monitoring Program Reporting.

Sealed Proposals must be submitted to qRD at the Closing Location and before the Closing Date and Time as indicated on the cover page of this RFP and must include a copy of Section 1.3 of this Request for Proposal page signed by an officer, employee or representative of the Proponent that confirms the Proponent's intent to be bound to the terms and conditions of the Contract Documents.

For further information and all inquiries, contact Caroline Visser, Operational and Cemetery Services Clerk, 604-485-2260 or [operations@gathet.ca](mailto:operations@gathet.ca).

### **1.2 Registration of Intent to Respond**

If you intend to submit a Proposal for the Environmental Monitoring and Reporting, Resource Recovery Centre, the qRD can supply you directly with any Addenda or other correspondence related to this RFP. Email [operations@gathet.ca](mailto:operations@gathet.ca) to advise of your intent to submit a Proposal. Please provide the following information in your email:

- a) Statement that you intend to respond to the Environmental Monitoring and Reporting, Resource Recovery Centre
- b) Company Name
- c) Company Address
- d) Contact Name
- e) Title or Position
- f) Contact Phone Number
- g) Contact Email

This option is offered for convenience only. It remains the sole responsibility of the Proponent to check for Addenda on BC Bid or the qRD website.

**A Proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.**

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### 1.3 Confirmation of Proponent's Intent to Be Bound

The enclosed Proposal is submitted in response to the referenced Proposal No. 1220-339; including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of this RFP and associated Contract Documents including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its Proposal.

**Proponent Name** (please print): \_\_\_\_\_

**Name of Authorized Representative** (please print): \_\_\_\_\_

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## 2. RFP PROCESS RULES

### 2.1 Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural).

**"Addenda"** means all additional information regarding this RFP including Amendments to the RFP.

**"Amendment"** means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended.

**"BC Bid"** means the BC Bid website located at <https://www.bcbid.gov.bc.ca>.

**"Closing Date and Time"** means the closing time and date for this RFP as set out in the "RFx general information" section of the opportunity on BC Bid, and as indicated on the RFP cover page.

**"Closing Location"** means the email address indicated on the RFP cover page.

**"Contact Person"** means the individual serving as the official RFP contact person for the qRD as stated on the RFP cover page.

**“Contract”** or **“General Service Agreement”** means a written agreement executed by the qRD and the Contractor as a result of this RFP.

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the qRD.

**“Government Electronic Mail System”** means the electronic mail system of the qRD.

**“must”**, or **“mandatory”** means a requirement that must be met in order for a Proposal to received consideration.

**“Proponent”** means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal (see also “You” and “Your”).

**“Proposal”** means a written response to the RFP and includes the information and documentation, if any, required by the applicable Response Form(s), including the Appendix A – Proposal Response Form.

**“qRD”** means the qathet Regional District.

**“qRD website”** means the website located at <https://www.qathet.ca>.

**“Request for Proposals”** or **“RFP”** means this solicitation process described on BC Bid or the qRD website, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the qRD by Addenda.

**“Response Form”** means Appendix A – Proposal Response Form.

**“should”**, **“may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

**“Submission”** has the same meaning as Proposal.

**“You”** and **“Your”** has the same meaning as Proponent.

## **2.2 Acceptance of Terms and Conditions**

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda and these RFP process rules.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s Proposal. Proponents must complete and submit Appendix C – Proposal Declaration Form.

## **2.3 Submission of Proposals**

a) Proposals must be received before the Closing Date and Time by email to the Electronic Submission email address specified on the cover page of this RFP.

b) The Proponent is solely responsible for ensuring that the qRD receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.

- c) The maximum size of all email attachments combined is required to be 20 MB or less.
- d) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size. Proponents should identify the order and number of emails making up the email Proposal submission (e.g. “email 1 of 3, email 2 of 3...”).
- e) For email Proposal submissions sent through multiple emails the qRD reserves the right to seek clarification or reject the Proposal if the qRD is unable to determine what documents constitute the complete Proposal.
- f) By submitting a clear and detailed written notice by email to the Contact Person, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.6 – Proposal Irrevocability.

## **2.4 Amendments and Addenda**

Proponents should continually monitor the RFP as published on BC Bid and the qRD website in the event that any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal submitted before the Amendment or Addenda was issued. All Amendments will be noted in the amendment reason section on BC Bid. All Addenda will be noted on the “addenda” menu tab.

It is the sole responsibility of the Proponent to check for Addenda and Amendments on BC Bid or the qRD website.

## **2.5 Late Proposals**

Only Proposals received before the Closing Date and Time will be considered to have been received on time. Proposals received late will not be considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Government Electronic Mail System at the Closing Location will prevail whether accurate or not.

## **2.6 Proposal Irrevocability**

Proposals will be open for acceptance and irrevocable for at least ninety (90) calendar days after the Closing Date and Time.

## **2.7 Pricing**

Without limiting any terms or conditions set by the qRD in this RFP, including any applicable Proposal Response Form, prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## **2.8 Changes to Proposals**

The Proponent may revise or withdraw its Proposal before the Closing Date and Time by submitting a clear and detailed written notice by email to the Contact Person. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.6 -

Proposal Irrevocability. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the qRD for purposes of clarification.

## **2.9 Conflict of Interest, Unfair Advantage, Bias and No Lobbying**

- a) By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent (including a Proponent's sub-contractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favour the Proponent (including a Proponent's sub-contractors and named personnel, if any) with respect to the procurement process.
- b) A Proponent may be disqualified if the Proponent's (including a Proponent's subcontractors and named personnel, if any) current or past corporate or other interests may, in the qRD's opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Proponent (including a Proponent's sub-contractors and named personnel, if any) and thereby import unfairness into the Procurement process. This includes, but is not limited to, involvement by a Proponent (including a Proponent's sub-contractors and named personnel, if any) in the preparation of the RFP or a relationship with any employee, contractor or representative of the qRD involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, unfair advantage or reasonable apprehension of bias, the Proponent should consult its own advisors and notify and consult with the Contact Person prior to submitting a Proposal.
- c) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the qRD, including members of the evaluation committee and any elected officials of the qRD, or with the media, may result in disqualification of the Proponent.

## **2.10 Sub-contractors**

- a) Unless the RFP states otherwise, the qRD will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The qRD will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) A Proponent may not sub-contract to a firm or individual whose current or past corporate or other interests may, in the qRD's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in Section 2.9 - Conflict of Interest, Unfair Advantage, Bias and No Lobbying.

- d) Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. No additional sub-contractors will be added, nor other changes made to this list in the Contract, without the written consent of the qRD.

## **2.11 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria identified in Section 6 - Evaluation and will be reviewed by an evaluation committee formed by the qRD. The qRD will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) The qRD is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

## **2.12 Contract**

- a) By submitting a Proposal, the Proponent agrees that, should its Proposal be successful, the Proponent will enter into a Contract with the qRD on substantially the same terms and conditions set out in Appendix B – Draft Agreement, and such other terms and conditions to be finalized to the satisfaction of the qRD, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to providing the goods or services until the occurrence of both such events.
- c) If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept Appendix B – Draft Agreement (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.
- d) If an interested supplier has any questions about the form of contract, the supplier should pose any questions to the Contact Person before the Closing Date and Time or, if applicable, any Enquiries Deadline.

In addition, interested vendors and Proponents should carefully review the entire RFP, including these RFP process rules.

## **2.13 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the qRD within thirty (30) calendar days of notification of the successful Proponent, the qRD may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **2.14 Debriefing**

- a) At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the qRD. At the option of the qRD, any debriefing meeting may be held by telephone conference or in-person meeting.

- b) Any information provided to a Proponent in the debriefing will relate solely to that Proponent and its Proposal and not to any other Proponent or Proposal. Any information provided by the qRD in good faith during a debriefing shall not be used against the qRD or its representatives in any way whatsoever, including in any legal action.

## **2.15 Limitation of Liability and Proponents Expenses**

- a) By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, or any other Proponent.
- b) Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with the qRD.

## **2.16 RFP Information Disclaimer**

While the qRD has used efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the qRD, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **2.17 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit the qRD in any way to award a Contract.

## **2.18 No Implied Approvals**

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw.

## **2.19 Legal Entities**

The qRD reserves the right in its sole discretion to:

- a) disqualify a Proposal if the qRD is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in

a form satisfactory to the qRD that the Proponent has the power and capacity to enter into the Contract; and

- c) not enter into a Contract with a Proponent if the Proponent cannot satisfy the qRD that it is the same legal entity that submitted the Proponent's Proposal.

## **2.20 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the qRD reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the qRD, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals;
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- h) to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
  - i. bankruptcy;
  - ii. false declarations or misrepresentations;
  - iii. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the qRD;
  - iv. final judgments in respect of serious crimes or other serious offences;
  - v. engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in Section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between competitors as described in Section 45 of the *Competition Act*;
  - vi. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; and
  - vii. or failure to pay taxes.

## **2.21 Ownership of Proposals**

All Proposals and other records submitted to the qRD in relation to the RFP become the property of the qRD and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

## **2.22 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with the qRD in order to obtain access to confidential materials relevant to preparing a Proposal.

## **2.23 Alternative Proposals**

If more than one approach to deliver some or all of the services described in the RFP are offered, Proponents should submit the alternative approach in a separate Proposal clearly identified as an alternative to a different Proposal submitted by the Proponent in response to the RFP. Failure to abide by this rule may result in the disqualification of a Proposal.

## **2.24 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any sub-contractors. If the RFP requires Proponents to provide the qRD with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the qRD. Such written consents should specify that the personal information may be forwarded to the qRD for the purposes of responding to the RFP and used by the qRD for the purposes set out in the RFP. The qRD may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the qRD.

## **2.25 Enquiries to Contact Person**

Enquiries related to this RFP, including any requests for information or clarification, may only be directed in writing to the Contact Person at the email address identified on the cover page of this RFP. The Contact Person will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and the qRD website by Addenda or Amendment. Despite the foregoing, the qRD may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The qRD may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid and the qRD website or otherwise distribute to Proponents.

## **3. OVERVIEW**

The intention of the Environmental Monitoring Program 2027-2031 is to detect potential groundwater and surface water impacts resulting from historic landfill operations at the

Site. The successful proponent will work with the qRD to complete environmental monitoring and reporting activities outlined herein.

### **3.1 Scope of Work**

The RRC was developed on the site of the former Powell River Marine Avenue Landfill, which ceased operations in 2020. Following site redevelopment, the RRC commenced operations in 2024. The Closure Plan was completed by Sperling Hansen Associates in 2014 and is available at:

<https://qathet.ca/wp-content/uploads/2020/05/siteclosureplan.pdf>,

and the updated End-Use Plan for the Marine Avenue Site was completed by Tetra Tech in 2018 and is available at:

<https://qathet.ca/wp-content/uploads/2020/05/Updated-End-Use-Plan.pdf>.

The Scope of Works includes the following:

#### **Environmental Monitoring**

Environmental monitoring at the Site consists of sampling five (5) groundwater monitoring wells and four (4) surface water location monitoring points. Monitoring occurs quarterly with historical monitoring occurring in March, June, September, and December.

Groundwater monitoring wells were installed at the Site in 2013, 2019 and 2024.

Groundwater samples are collected from the following wells:

1. MW13-01 is hydraulically up-gradient of most site features, based on the interpreted southwesterly groundwater flow
2. MW13-02 is hydraulically down-gradient of most site features but is installed at the edge of the waste footprint and of questionable monitoring value in terms of evaluating groundwater characteristics off-site.
3. MW13-03 is hydraulically down-gradient of the site features
4. MW19-04 is hydraulically down-gradient or cross-gradient from historical stockpile locations
5. MW24-05 was newly installed in 2024 and is hydraulically downgradient of site features

Surface water samples are collected from the following sites:

1. SW-1 – is on McFall Creek upstream of the Site;
2. SW-2 – is on McFall Creek upstream of the Site watercourse outlet;
3. SW-3 – is on McFall Creek downstream of the Site watercourse outlet; and
4. SW-4 – is near the headwaters of the on-site watercourse.

Sample locations can be found on the maps in Appendix E.

Samples are to be collected, handled, transported and analytically tested using standard and approved methods as specified in most up-to-date BC Ministry of Environment publications.

1. Collect field measurement parameters for groundwater and surface water as outlined in the 2023-2025 Annual Environmental Monitoring Program Reports (temperature, PH, conductivity, total dissolved solids, redox potential, and dissolved oxygen).
2. In all monitoring wells, measure the depth to groundwater.
3. Purge all groundwater wells prior to collecting the samples for laboratory analysis.
4. All analytical testing must be carried out in a laboratory accredited by the Standards Council of Canada and the Canadian Association for Laboratory Accreditation Inc. (CALA) and that is currently in compliance with all applicable government regulations.
5. Ship the samples to a CALA for analysis in an ice-chilled cooler.

Proponents shall be aware of the required analytical parameters for groundwater and surface water sampling shown in Table 1 and Table 2.

**Table 1: Groundwater Analytical Parameters**

| Parameters                                                                                                                   | Spring                                                                                                                                  | Summer                                                                                                                                  | Fall                                                                                                                                    | Winter                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| General Chemistry (pH; conductivity; alkalinity; ammonia; sulphide; anions – chloride, sulphate, fluoride, nitrate, nitrite) | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> |
| Dissolved Metals                                                                                                             | Not Analyzed                                                                                                                            | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> | Not Analyzed                                                                                                                            | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> |
| Other Parameters (Hardness, TDS, DOC)                                                                                        |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |
| BOD and COD                                                                                                                  |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |
| Total Metals                                                                                                                 | Not Analyzed                                                                                                                            | Not Analyzed                                                                                                                            | Not Analyzed                                                                                                                            | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> |
| Total Phenols                                                                                                                | <ul style="list-style-type: none"> <li>• MW13-01</li> <li>• MW13-02</li> <li>• MW13-03</li> <li>• MW19-04</li> <li>• MW24-05</li> </ul> | Not Analyzed                                                                                                                            | Not Analyzed                                                                                                                            | Not Analyzed                                                                                                                            |
| Resins and Fatty Acids                                                                                                       |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |
| Hydrocarbons (EPH <sub>10-32</sub> , LEPH, HEPH, VH <sub>6-10</sub> )                                                        |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |
| PAHs                                                                                                                         |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |                                                                                                                                         |

**Table 2: Surface Water Analytical Parameters**

| Parameters | Spring | Summer | Fall | Winter |
|------------|--------|--------|------|--------|
|------------|--------|--------|------|--------|

|                                                                                                                              |                                                                                                          |                                                                                                          |                                                                                                          |                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| General Chemistry (pH; conductivity; alkalinity; ammonia; sulphide; anions – chloride, sulphate, fluoride, nitrate, nitrite) | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> |
| Dissolved Metals, Total Metals                                                                                               | Not Analyzed                                                                                             | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> | Not Analyzed                                                                                             | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> |
| Other Parameters (Hardness, TDS, DOC)                                                                                        |                                                                                                          |                                                                                                          |                                                                                                          |                                                                                                          |
| BOD and COD                                                                                                                  |                                                                                                          |                                                                                                          |                                                                                                          |                                                                                                          |
| Total Phenols                                                                                                                | <ul style="list-style-type: none"> <li>• SW-1</li> <li>• SW-2</li> <li>• SW-3</li> <li>• SW-4</li> </ul> | Not Analyzed                                                                                             | Not Analyzed                                                                                             | Not Analyzed                                                                                             |
| Resins and Fatty Acids                                                                                                       |                                                                                                          |                                                                                                          |                                                                                                          |                                                                                                          |
| Hydrocarbons (EPH <sub>10-32</sub> , LEPH, HEPH, VH <sub>6-10</sub> )                                                        |                                                                                                          |                                                                                                          |                                                                                                          |                                                                                                          |
| PAHs                                                                                                                         |                                                                                                          |                                                                                                          |                                                                                                          |                                                                                                          |

The Site is the Resource Recovery Centre located at 4924 Marine Avenue, Powell River, BC. The Site is an active transfer station and recycling depot with some groundwater monitoring wells within the footprint of active operations. Surface water sampling locations are present within the site footprint and outside of the site on adjacent trails that have active wildlife presence. Proponents shall be prepared to operate and complete the required scope of work in the different environments.

Proponents shall be aware of the logistical constraints this location poses to sample analysis and chain of custody and include plans to mitigate these constraints to achieve the required Work.

Within two weeks of receiving results from the laboratory the preferred proponent must:

1. Have data reviewed for quality assurance/quality control purposes by a qualified professional and assessed based on the latest edition of the "British Columbia Approved Water Quality Guidelines"
2. If issues, such as exceedances or anomalous results are noted, the consultant will notify the qRD immediately.

### Analysis and Reporting

An Annual Environmental Monitoring Program Report summarizing the results of the environmental monitoring plan implemented throughout the fiscal year (Jan 1 – Dec 31) and submitted to the qRD by the last day of February of each year so that it can be included in the annual operations report that is to be submitted by the qRD to the Ministry of Environment by March 31st of each year.

1. Compare analytical results of both the groundwater and surface water quality to the appropriate provincial and federal water quality standards and guidelines.
2. Assess the water flow that discharges off-site from groundwater and surface water for quality.

3. Assess the sufficiency of the current monitoring network for compliance.
4. Investigate whether drinking wells exist downstream from the Site to determine if federal and provincial drinking water guidelines apply to the Site. There is no known current use of groundwater or surface water for drinking in the vicinity of the Site however that is subject to change.
5. Review results of any available public health surface water quality analysis completed downstream of the landfill to confirm consistency with the results of the Environmental Monitoring Program.

#### **4. CONTRACT**

- a) Appendix B – Draft Agreement, and Appendix C – General Conditions of the Contract sets out the form of contract or the select base terms and conditions.
- b) Any form of Contract will also require Contractors to comply with qRD policies, as they may be established and or updated from time to time. The relevant policies will be shared with the successful Proponent as circumstances require.

#### **5. PROPOSAL FORMAT**

Proposals must contain the following sections and should be formatted for readability and comparison with the evaluation criteria:

- a) Introduction
- b) Methodology

The proponent must describe their understanding of the scope of work requested and their approach to complete the required objectives.

The proponent must include a list of equipment, suppliers, and labs that will be used in the performance of these services.

- c) Qualifications and Experience

The proponent must include in the proposal, a list of the personnel on the project team, their project role, and a curriculum vitae for each member of the team. Sub-contractors, if any, must be identified. Proponents will only submit the personnel that will be assigned to the project for consideration.

The proponent must include a statement of qualifications and relevant experience in support of the proposal

Only qualified and experienced Environmental Consultants will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill, and diligence maintained by a person (or firm) providing the services described herein.

- d) References

The proponent must include a minimum of three (3) references, complete with contact information, in the proposal for projects similar to Environmental Monitoring at landfills.

A brief description of the projects completed for each reference should be provided.

e) **Fee Proposal**

The proponent must specify in the proposal, the fees required to satisfy the Scope of Work for the project, the work plan and methodology.

The proponent shall provide a fee proposal for two scenarios:

**Scenario 1**

The proponent shall complete all of the activities described in the scope of work.

**Scenario 2**

The proponent shall provide logistical and organizational support to trained qRD field staff who will complete the required field work and local activities.

- The proponent will be responsible for organizing timing and all logistics for each monitoring event as well as any costs and disbursements related to water sample analysis and shipping.
- qRD field staff maintain some field monitoring equipment for completing necessary field measurements.
- The proponent will only include staffing hours to provide logistics and technical support to qRD staff for environmental monitoring and field activities.
- The proponent will complete all other data compilation, analysis and reporting activities described in the Scope of Work.

The proponent must clearly identify and detail all costs for the various stages of the work plan with taxes and disbursements clearly identified.

This includes but is not limited to professional time, fees, review of existing reports, site meetings, preparation of each Annual Report, and field work (sampling per well and field tests), disbursements for lab analysis, equipment, travel, and correspondence.

Cost estimates are to be based on the monitoring program outlined in the RFP. The proposal shall allow for cost adjustments due to changing numbers of samples due to weather conditions, accessibility, damages, decommissioning, and other unforeseen circumstances.

f) **Work Plan and Schedule**

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of seasonal sampling events, reporting milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

g) **Proponents must ensure that they comply with all mandatory requirements as identified in Section 6.1 - Mandatory Criteria, and fully respond to all other requirements in the RFP in order to receive full consideration during evaluation.**

- h) A signed Proposal Response Form (Appendix A) must be submitted as part of the Proponent's Proposal. Proposals may contain links to information that is not set down directly in the Proponent's Proposal. However, if links are used instead of attaching the information, the qRD may:
- i. disregard any links that do not work or appear to link to irrelevant information: or
  - ii. reject the Proponent's Proposal, resulting in the Proponent being eliminated from the RFP competition.

## 6. EVALUATION

### 6.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following pass-fail mandatory criteria will be excluded from further consideration during the evaluation process. The Proposal must:

- a) be in English;
- b) be received at the Electronic Submission email address located on the front page of the RFP before the Closing Date and Time; and
- c) include Appendix A – Proposal Response Form or a form substantially similar to it which must be prepared and completed to the extent applicable and must be submitted as the Proponent's Proposal.

### 6.2 Main Evaluation

- a) Evaluation of Proposals will be by the qRD's Manager of Environmental Services
- b) The qRD's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking.
- c) Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria. Please use the format in Appendix A – Proposal Response Form and, at the minimum, answer the questions in Appendix A to maximize points assigned to your Proposal.

**Table 3 – Evaluation Criteria**

| <b>Desirable/Point-rated Criteria</b> |                                                                                                                                                                                                                                                                  | <b>Points Assigned</b> |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>a)</b>                             | <b>Price</b>                                                                                                                                                                                                                                                     | <b>50</b>              |
|                                       | <ul style="list-style-type: none"> <li>Lowest price to qRD of completing the Works.</li> <li>Proponent's Score = <math display="block">\frac{\text{Lowest Price Meeting Mandatory Requirements}}{\text{Proponent's Price}} \times 50</math></li> </ul>           |                        |
| <b>b)</b>                             | <b>Experience, Qualifications, and Methodology</b>                                                                                                                                                                                                               | <b>45</b>              |
|                                       | <ul style="list-style-type: none"> <li>Proven related experience in successfully delivering similar project(s) of this scope as indicated on the Statement of Proponent's Experience in Similar Works and as confirmed through enquiries made by qRD.</li> </ul> |                        |

| Desirable/Point-rated Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Points Assigned |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <ul style="list-style-type: none"> <li>• Proven related experience of senior personnel to be assigned to this project in successfully delivering similar project(s) of this scope as indicated on the Statement of Senior Supervisory Staff and as confirmed through enquiries made by qRD.</li> <li>• Demonstrated understanding of the project scope and objectives, and a clear, practical methodology for completing the required services, including the proposed monitoring approach, quality assurance/quality control procedures, schedule, and suitability of the proposed equipment, suppliers, and laboratories.</li> </ul> |                 |
| <b>c) Environmental and Social Commitment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>5</b>        |
| <ul style="list-style-type: none"> <li>• Proponent will comply with similar social and environmental values with qRD as identified in its 2023-2027 Strategic Plan.</li> <li>• Proponent shows intent to operate in a way that takes the environment and the social structure of qathet Regional District's community into account to the best of its ability during the course of this project as indicated on the Statement of Environmental and Social Commitment.</li> </ul>                                                                                                                                                       |                 |
| <b>Total evaluation points</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>100</b>      |

Proposals will be evaluated in private, including Proposals that were opened and read in public, if applicable.

The evaluation process, conducted at the discretion of qRD, will be based on the above evaluation criteria and qRD may consider and apply the results of that evaluation in a manner that qRD considers is to its best advantage and, without limiting the generality of the foregoing, the price to complete the Works is not the only or primary criterion to be used by qRD in awarding the Proposal.

During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals or to supply further documents or information which will then form part of their Proposal. qRD reserves the right to seek additional references independent of those supplied by the Proponent. qRD reserves the right to make enquiries regarding the qualifications and experience of any one or more of the Proponents. qRD is not obligated to make the same requests from, or enquiries regarding all Proponents.

If there are any obvious discrepancies, errors or omissions in the Statement of Prices in the Proposal Response Form (Appendix A), qRD shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

### **6.3 Price Evaluation**

- a) Proponent pricing quoted will be taken to mean and deemed to be:
  - i. In Canadian dollars;
  - ii. Exclusive of any applicable taxes.
- b) In addition, the following rules apply to pricing bid by Proponents:
  - i. Failure to provide pricing where required by the RFP will result in the Proponent's Proposal being rejected, resulting in the Proponent being eliminated from the RFP competition.
  - ii. A fixed fee should not be expressed as a range. If the RFP calls for a fixed fee to bid and the fixed fee is expressed as a range, then the qRD will take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
  - iii. Entering "\$0", "\$zero", or the like in response to a call for a specific dollar amount will result in the Proponent's Proposal being rejected, resulting in the Proponent being eliminated from the RFP competition. See Appendix A – Proposal Response Form for the full pricing table.

### **6.4 Reference Check**

The qRD may conduct reference checks on the Proponent and the key project persons, if applicable, proposed by the Proponent. The Proponent will provide references for itself and for each proposed key project person that corroborates the relevant work experience as part of Appendix A – Proposal Response Form. References need to be from a party that is not the Proponent. For each Proponent and key project person reference, the Proponent should provide the following information:

- 1. Company name of reference;
- 2. Current contact name, position, mailing address, telephone number and email address of the reference; and
- 3. Brief description of work performed by the Proponent and the key project persons.

Failure to provide the references will result in the Proponent and key project person failing the reference check. The qRD reserves the right to reject the Proponent and any resource whose references, in the qRD's sole opinion, are deemed to be unsatisfactory.

In addition, the qRD reserves the right to contact and use references pertaining to the Proponent and key project persons that are not among those references provided to the qRD by the Proponent (including the right to contact a substitute referee from the same reference company).

The qRD reserves the right to reject any Proponent if any of these other references, in the qRD's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with

any reservation of rights in favour of the qRD, including any reservation of rights set out in Section 2.20 - Reservation of Rights.

**PROPOSAL RESPONSE FORM**

(to be completed and submitted by Proponent as per Instructions to Proponents)

**TO: qathet Regional District**  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

Chair and Members of the Board,

The undersigned Proponent, having carefully examined Proposal No. 1220-339 and any addenda, and its associated Contract Documents and the locality of the proposed Works, and having full knowledge of the Works required and of the equipment and materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour, and equipment and perform and complete all Works and fulfil everything as set forth and in strict accordance with the Contract Documents and Appendices numbered A to E for the prices stated in the Proposal Response Form Statement of Prices at which prices the cost of the Works set out therein would amount to:

**TOTAL PROPOSAL AMOUNTS FOR THE FIVE-YEAR TERM, EXCLUDING GST**

**Scenario 1 \$ \_\_\_\_\_**

**Scenario 2 \$ \_\_\_\_\_**

Total Amount is in Canadian funds.

The undersigned also agrees:

1. That qRD is in no way obligated to accept this Proposal.
2. That the Proponent has reviewed and accepts the terms and conditions of the RFP as set out in the Contract Documents, and without limiting the foregoing agrees:
  - a) To be bound by the statements and representation made in its Proposal;
  - b) That qRD may conduct its evaluation of the Proposal in its sole discretion and may consider and apply the results of the evaluation criteria stated in the Contract Documents in a manner that qRD considers to be to its best advantage;
  - c) That the lowest or any Proposal will not necessarily be accepted, and that the price to complete the Works is not the only or primary criterion that qRD may use in awarding the Proposal; and
  - d) That qRD reserves the right in its absolute discretion to accept the Proposal, which it deems most advantageous to itself and the right to reject any or all Proposals.

3. That Proposals that do not clearly demonstrate that they meet the mandatory requirements will be rejected.
4. That this Proposal is made without knowledge of the Proposal prices to be submitted for this Works by any other company, firm, or person.
5. That this Proposal is made without any connection or arrangement with any company, firm, or person submitting a Proposal for this Works.
6. That this Proposal is made without any undisclosed connection or arrangement with any other company, firm or person having an interest in this Proposal or in the proposed Contract.
7. That this Proposal is irrevocable for ninety (90) calendar days after the Closing Date and Time and that qRD may at any time within such period accept this Proposal whether any other Proposal has previously been awarded or not.
8. That the acceptance of this Proposal and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents.
9. That the Contractor shall begin work in accordance with the submitted work schedule, following receipt of Notice to Proceed.
10. That it is obligated to have the following in place before commencing any Works under the Contract:
  - a) WorkSafe BC coverage in good standing;
  - b) Insurance coverage(s) for the amount(s) identified in the Contract Documents.

\_\_\_\_\_  
Name of Proponent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature of Authorized Representative

## STATEMENT OF PRICES

Proponents shall provide pricing for both Scenario 1 and Scenario 2 for the full five-year contract term (2027-2031). Scenario details are found in Section 5(e) of the RFP document.

All prices shall include labour, equipment, supplies, laboratory services, travel, reporting, subcontractors, and all other costs required to complete the Works. Applicable taxes shall be shown separately and will not be included in the price evaluation.

The price used for evaluation purposes will be the Total Evaluated Price for the applicable scenario, excluding taxes. qRD reserves the right to award either scenario based on operational requirements, budget considerations, and the outcome of the proposal evaluation process.

**Scenario 1:** The proponent shall complete all of the activities described in the scope of work.

| Contract Year            | Calendar Year    | Monitoring | Annual Report | Total |
|--------------------------|------------------|------------|---------------|-------|
| Year 1                   | 2027             | \$         | \$            | \$    |
| Year 2                   | 2028             | \$         | \$            | \$    |
| Year 3                   | 2029             | \$         | \$            | \$    |
| Year 4                   | 2030             | \$         | \$            | \$    |
| Year 5                   | 2031             | \$         | \$            | \$    |
| <b>Total Scenario 1*</b> | <b>2027-2031</b> |            |               | \$    |

**Scenario 2:** The proponent shall provide logistical and organizational support to trained qRD field staff who will complete the required field work and local activities.

| Contract Year            | Calendar Year    | Monitoring | Annual Report | Total |
|--------------------------|------------------|------------|---------------|-------|
| Year 1                   | 2027             | \$         | \$            | \$    |
| Year 2                   | 2028             | \$         | \$            | \$    |
| Year 3                   | 2029             | \$         | \$            | \$    |
| Year 4                   | 2030             | \$         | \$            | \$    |
| Year 5                   | 2031             | \$         | \$            | \$    |
| <b>Total Scenario 2*</b> | <b>2027-2031</b> |            |               | \$    |

*\* Note – these should match the amount shown on Page 1 of Appendix A*

## STATEMENT OF ENVIRONMENTAL AND SOCIAL COMMITMENT

The Vision Statement in qathet Regional District's 2023-2027 Strategic Plan reads, "Working collaboratively for the common good to support a thriving, inclusive and sustainable community." Two of the primary pillars on which the 2023-2027 Strategic Plan were built are:

1. Environmental Sustainability to "Ensure the resiliency, conservation and protection of the natural environment"; and
2. Social Sustainability to "Provide access, support and advocacy for a safe, secure and inclusive community".

The qRD is interested in working with organizations that share similar values, who are committed to protecting the environment, and to improving the outcomes for individuals and the communities in which they work. Proposals submitted in response to this RFP will be evaluated not only on price, but the best value in relation to the delivery of integrated qualitative, environmental, and social impacts. Submission of a proposal means acceptance and adherence to the Statement of Environmental and Social Commitment.

### 1. Environment

- ✓ Minimize environmental harm, including end of life impacts.
- ✓ Maximize resource efficiency (e.g., reduce energy and water consumption and minimize waste).
- ✓ Minimize carbon emissions.

### 2. Ethical Responsibility

- ✓ Maximize fair trade opportunities.
- ✓ Ensure sound working conditions throughout the supply chain that meet or exceed provincial, national or international employment standards.

### 3. Social Value Supply Chain

- Maximize contracting or sub-contracting opportunities for Indigenous Business.
- ✓ Maximize employment opportunities for Tla'amin, shíshálh, Klahoose, Nanoose, and K'ómoks First Nations and/or other Aboriginal populations.
- ✓ Maximize employment, training and apprenticeship opportunities among local, disadvantaged, equity-seeking or marginalized individuals and populations.
- ✓ Maximize the diversification of the supply chain by including non-profit organizations, social enterprises and small-medium enterprises.
- ✓ Contribute to the strengthening of the community by supporting the social goals and objectives of the qRD.

### 4. Community Development

- ✓ Engage/consult with the communities in the surrounding area to the scope of work.

**SIGNED :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DRAFT AGREEMENT BETWEEN qRD AND CONTRACTOR**

(to be signed and dated upon Proposal award and acceptance)

**THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**BETWEEN:**

qathet Regional District  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

(hereinafter called "qRD")

**AND:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

(hereinafter called the "Contractor")

|                      |
|----------------------|
| <b>A-1 THE WORKS</b> |
|----------------------|

The Contractor shall:

- 1.1 perform the Works required by the Contract Documents for landfill monitoring and reporting at the Resource Recovery Centre (the Site) located at 4924 Marine Avenue, Powell River, B.C.; and
- 1.2 do and fulfill everything indicated by this Agreement; and
- 1.3 complete all required Works (Substantial Completion) within the calendar days of receipt of Notice to Proceed (2027-2031).

|                                      |
|--------------------------------------|
| <b>A-2 AGREEMENTS AND AMENDMENTS</b> |
|--------------------------------------|

- 2.1 The Contract constitutes the entire "Agreement between qRD and the Contractor" and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between qRD and the Contractor relating in any manner to the Works, including the Proposal documents that are not expressly listed in A-3 of the Agreement – Contract Documents.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

|                               |
|-------------------------------|
| <b>A-3 CONTRACT DOCUMENTS</b> |
|-------------------------------|

3.1 The following components form the Contract Documents:

- Request for Proposal (Section 1)
- RFP Process Rules (Section 2)
- Proposal Response Form (Appendix A), including the following:
  - Statement of Prices
  - Statement of Contractor's Experience in Similar Works
  - Statement of Senior Supervisory Staff
  - Statement of Subcontractors
  - Statement of Equipment
  - Statement of Manufacturers, Lab, and Suppliers
  - Statement of Environmental and Social Commitment
- Agreement between qRD and Contractor (Appendix B)
- General Conditions of the Contract (Appendix C)
- WorkSafeBC Safety Agreement (Appendix D)
- Site And Sampling Location Maps (Appendix E)
- Environmental Monitoring and Annual Reporting Schedule as submitted by Contractor as per Section 3.1 on the Instructions to Proponents

|                           |
|---------------------------|
| <b>A-4 CONTRACT PRICE</b> |
|---------------------------|

4.1 The Environmental Monitoring Program Contract Price, excluding GST, is:

\_\_\_\_\_ \$ \_\_\_\_\_

4.2 GST, of 5%, payable by qRD to the Contractor is:

\_\_\_\_\_ \$ \_\_\_\_\_

4.3 Total amount payable by qRD to the Contractor is:

\_\_\_\_\_ \$ \_\_\_\_\_

All amounts are in Canadian funds.

4.4 These amounts shall be subject to adjustment as provided in the Contract Documents.

|                                                                           |
|---------------------------------------------------------------------------|
| <b>A-5 PAYMENT FOR ENVIRONMENTAL MONITORING AND ANNUAL REPORTING WORK</b> |
|---------------------------------------------------------------------------|

5.1 The qRD shall make payments to the Contractor within thirty (30) days of receipt of an accepted invoice from the Contractor with GST as may be applicable.

|                       |
|-----------------------|
| <b>A-6    NOTICES</b> |
|-----------------------|

- 6.1    All notices, claims, and communication required or permitted to be given hereunder shall be in writing and shall be considered to have been received if personally delivered to the designated officer of the party hereto to whom it is addressed, or if sent by regular mail, to have been delivered within five (5) working days of the date of mailing when addressed to qRD at:

Jason Kouwenhoven, Manager of Environmental Services  
qathet Regional District  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

and to the Contractor at:

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

|                          |
|--------------------------|
| <b>A-7    SUCCESSION</b> |
|--------------------------|

- 7.1    The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties.

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

**qathet Regional District**

\_\_\_\_\_  
Manager of Environmental Services

\_\_\_\_\_  
Chief Administrative Officer

**Contractor**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**GENERAL CONDITIONS OF THE CONTRACT**

**GC-1 Contract Documents**

- 1.1 Nothing contained in the Contract Documents shall create any contractual relationship between qRD and a subcontractor, a supplier, or their agent, employee, or other person performing any of the Works.
- 1.2 qRD shall provide the Contractor, without charge, sufficient copies of the Contract Documents to perform the Works.

**GC-2 Assignment**

- 2.1 Neither party to the Contract shall assign or transfer the Contract or any part thereof without the written consent of the other, which consent shall not be unreasonably withheld.

**GC-3 Control of the Works**

- 3.1 The Contractor shall have total control of the Works and shall effectively direct and supervise the Works so as to ensure conformity with the Contract Documents.
- 3.2 The Contractor shall comply with all federal, provincial and local laws, ordinances, codes, bylaws, rules and regulations relating to the execution of the Works.

**GC-4 Changes in the Works**

- 4.1 qRD may issue to the Contractor a written change order to make changes to the Works, omit part of the Works, or require additional Works.
- 4.2 A change order shall form a schedule to this Agreement and the terms of the change order shall prevail over any other provision of the Agreement, in the event of an inconsistency between them.
- 4.3 qRD and the Contractor shall appraise the value of the changes to the Works specified by the change order, and within ten (10) calendar days of receipt of the change notice, agree on the new price to be paid for the Works.

**GC-5 Protection of Persons and Property**

- 5.1 The Contractor shall protect the Works and qRD's property from damage, which may arise as a result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage, which occurs as the result of error in the Contract Document.

- 5.2 The Contractor shall conduct operations with minimum interference to public or private accesses and will maintain protected egress and access at all times. If any of the Works requires limited access closure, the Contractor must communicate details of closure with public stakeholders in advance of closure.
- 5.3 The Contractor will provide and maintain all legal and necessary guards, railings and warning signs during the execution of the Works to fully protect all persons and qRD from loss, damage, death or injury through the neglect, carelessness or incompetence of the Contractor or his employees or the condition or handling of equipment.
- 5.4 The Contractor shall be responsible for any needed traffic control into or around the work site. This work will need to be coordinated with qRD.
- 5.5 The Contractor shall protect any site improvements such as existing landscaped areas.

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| <b>GC-6 Insurance</b> |
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- 6.1 The Contractor shall, at their own expense, continuously maintain in force during the term of this Agreement, for the benefit of qRD, its servants and agents, and of the Contractor, its servants and agents, **Commercial General Liability Insurance** against claims for personal injury, death or property damage arising from the performance by the Contractor of its obligations under this Agreement, such insurance to afford protection to the limit of not less than five million dollars (\$5,000,000) in respect of each occurrence. Each policy shall provide for non-cancellation or material change without the Insurer giving at least thirty (30) calendar days' notice to qRD. qRD shall be listed as a "Additional Insured".
- 6.2 The Contractor shall, at their own expense, continuously maintain in force during the term of this Agreement, **Motor Vehicle Insurance**, including bodily injury, death and property damage in an amount no less than two million dollars (\$2,000,000) per occurrence from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Works.
- 6.3 The Contractor shall furnish qRD with a certificate(s) of insurance as evidence that such insurance as specified in Sections 6.1 and 6.2 of this Agreement is in force including evidence of any insurance renewal or policy or policies. Every certificate(s) of insurance shall include, certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
- 6.4 The Contractor will be responsible for deductible amounts under the insurance policies.
- 6.5 All of the Contractor's insurance policies will be primary and not require the sharing of any loss by qRD or any insurer of qRD.
- 6.6 The Contractor acknowledges that any requirements by qRD as to the amount of coverage under any policy of insurance will not constitute a representation by qRD that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as

relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

- 6.7 Maintenance of such insurance and the performance by the Contractor of their obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions set forth herein.

- a. **“Prime Contractor”** means, in relation to a multiple-employer workplace,
  - i. the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the Prime Contractor for the purposes of this Part, or
  - ii. if there is no agreement referred to in paragraph (a), the owner of the workplace.
- b. The Prime Contractor of a multiple-employer workplace must:
  - i. ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
  - ii. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect to the workplace.
- c. Each employer of workers at a multiple-employer workplace must give to the Prime Contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

#### **GC-8 WorkSafeBC**

- 8.1 The Contractor shall, at its own expense, obtain WorkSafeBC coverage and shall provide evidence of good standing for all its employees working on this Agreement.
- 8.2 At any time during the term of the Contract, when requested by qRD, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractor(s).

#### **GC-9 Indemnification**

- 9.1 The Contractor acknowledges that qRD, in the preparation of the Contract Documents, supply of oral or written information to Contractors, review of Proposals or the carrying out of qRD’s responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue qRD in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Proposal, supply of oral or written information to Proponents, review of Proposals, or carrying out of qRD’s responsibilities under this Agreement.

9.2 The Contractor hereby releases and shall indemnify and save harmless qRD, its officers, agents, employees and volunteers of and from any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability whatsoever (collectively "Claims") arising from, related to, occasioned by or attributable to:

- a. the errors, omissions or negligent acts of the Contractor, its employees, agents, and subcontractors, in connection with or resulting from the provision of any Works or service which is the subject of this Agreement;
- b. the breach or non-performance of this Agreement by the Contractor; or
- c. personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or resulting from the provision of any Works or service which is the subject of this Agreement.

The release and indemnity contained in this Agreement shall not apply to the extent that the Claims arise from the gross negligence or wilful misconduct of qRD, its employees or volunteers.

9.3 The provisions of these indemnity clauses will survive termination or completion of the Agreement.

#### **GC-10 Disclaimers/Limitations of Liability**

- 10.1 Nothing herein contained will be construed or considered to authorize or empower the Contractor to act as agent for qRD and the Contractor shall not conclude or contract or agree or make any commitment, representation or warranty which binds qRD or otherwise act in the name of or act on behalf of qRD.
- 10.2 Execution of an Agreement shall not constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw. It is the responsibility of the Contractor to obtain such prior to commencement of the services under the proposed contract.

#### **GC-11 Relationship**

- 11.1 The legal relationship between the Contractor and qRD arising pursuant to this Agreement shall only be that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and qRD to be that of employee and employer.
- 11.2 This Agreement shall not prevent either party from entering into similar agreements for services from or to others.

#### **GC-12 Warranty**

- 12.1 All materials furnished and Works performed by the Contractor must be warranted for a period of one (1) year from date of substantial completion, unless specified otherwise in

the Contract. Defects, faulty materials and failures, which occur during the warranty period, shall be rectified to the satisfaction of qRD at the cost of the Contractor.

- 12.2 The Contractor shall be responsible for the proper performance of the Works to the extent that the Contract Documents permit such performance.
- 12.3 qRD shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.
- 12.4 The Contractor shall correct promptly, at the Contractor's expense, defects or deficiencies in the Works, which appear during the warranty period, specified in the Contract Documents and shall correct or pay for damage resulting from the defects or deficiencies.

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| <b>GC-13 General</b> |
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- 13.1 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties so requires.
- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.
- 13.3 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

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**WORKSAFEBC SAFETY AGREEMENT**

(To be filled out upon Proposal award and acceptance)

**BETWEEN:**

qathet Regional District  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

(hereinafter called "qRD")

**AND:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

(hereinafter called the "Contractor")

For the purposes of this safety agreement, the "Contractor" refers to any sub-contractor or to any designated Prime Contractor or any other worker as defined by the *Workers Compensation Act*.

The Contractor agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the "Regulation") as well as the provisions of the *Workers Compensation Act*, RS2019, c. 1, as amended (the "Act").

Without limiting the generality of the foregoing, the Contractor agrees:

1. In every case the Regulation shall be followed by the Contractor, as well as any existing policies or procedures that qRD has developed and implemented. These shall be followed without exception.
2. In the opinion of the Contractor, if by following a policy or procedure for a particular task as set out by qRD, a worker is put at increased risk, the Contractor will seek a written change of policy or procedure from qRD applicable only to that particular job situation before proceeding with the task.
3. Contractors are expected to have read and to enforce every section of the Regulation that pertains to the job at hand, to understand the Regulation and what it means to the supervisor and to all of the workers, and to ensure that each worker under their

supervision follows the Regulation. Contractors are also expected to know and adhere to the Policies and Procedures issued by WorkSafeBC.

4. The *Act* stipulates that qRD is required to enforce the *Act* and the Regulation and to report any infraction of the *Act* or Regulation. The Contractor accepts that qRD will be conducting periodic checks of the Contractor during the Contractors' Works for qRD and will be asking the Contractor to comply with the *Act* and/or Regulation in the event any contravention is observed. If the contravention is serious enough, the Contractor will be asked to leave the work site and will forfeit the Contract with qRD.
5. For the purposes of streamlining large construction projects and multiple employer work sites, qRD reserves the right to designate a Prime Contractor amongst contractors who are working on a job-site together. A designated person employed by the Prime Contractor will be appointed by qRD to act as the coordinator of the other contractors on that job-site, and will ensure that each of the contractors on the job site are following the *Act* and the Regulation including any site-specific policies and procedures. This includes having in place an approved WorkSafeBC Safety Program, and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractors' site health and safety activities.
6. It is the responsibility of the Contractor to determine whom qRD has appointed as the Prime Contractor for the work site and to comply with the requirements set out in the foregoing.

**NOTE:**

- a) All the foregoing constitutes requirements of WorkSafeBC for any workplace in the Province of British Columbia and constitutes qRD's expectations for contractors working on any of qRD's work sites.
- b) Payment of WorkSafeBC assessments by the Contractor does not preclude the responsibility of the Contractor for any of the foregoing.

THIS AGREEMENT MADE THE \_\_\_\_\_ day of \_\_\_\_\_, 2026

in \_\_\_\_\_ in the Province of \_\_\_\_\_  
(city)

**CONTRACTOR:**

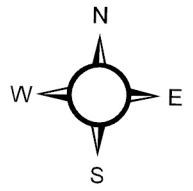
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President or Owner (signature)

## APPENDIX E

Figure 1 – Site Location Map

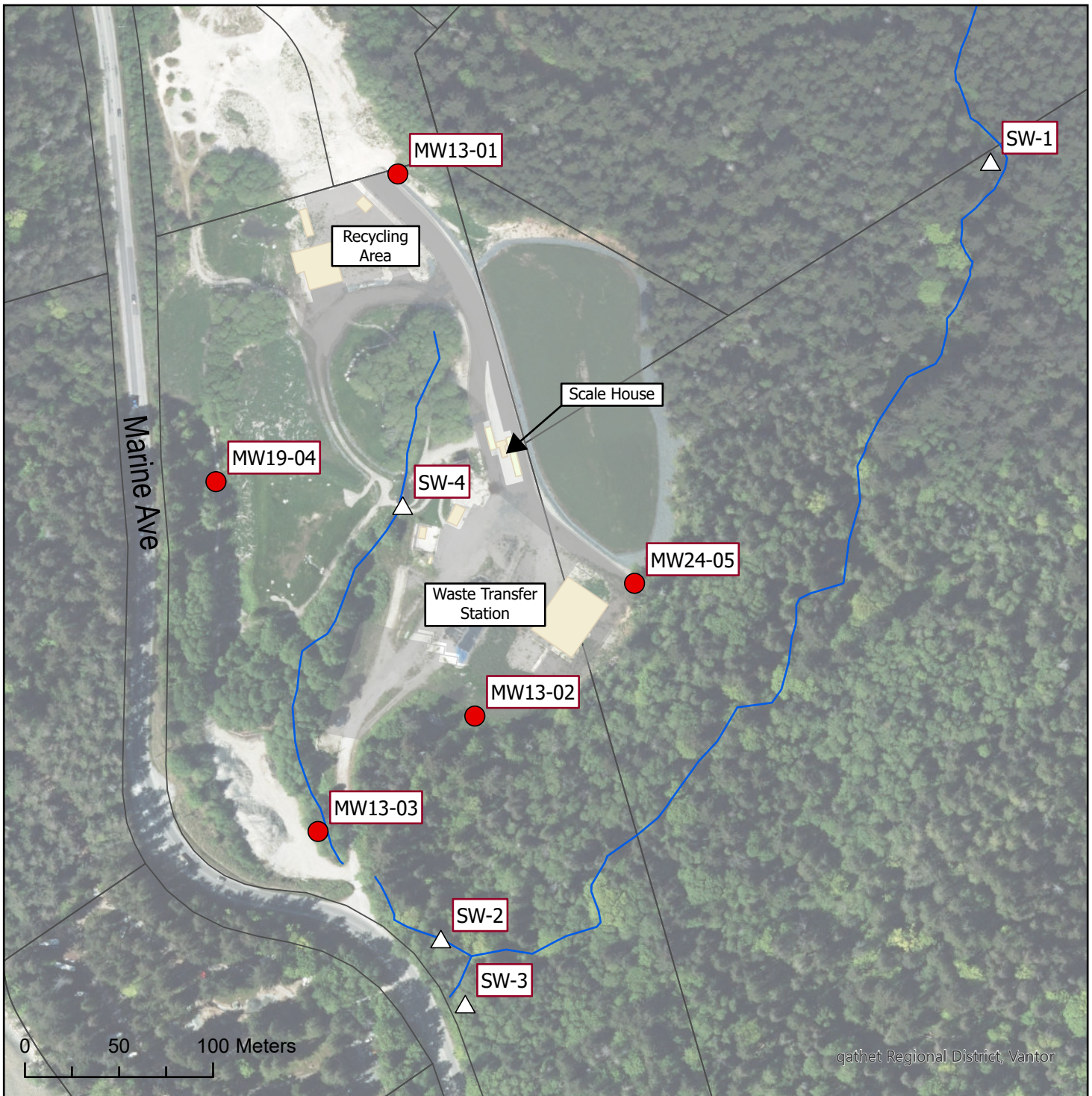
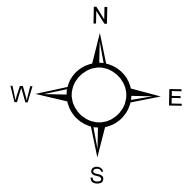
Figure 2 – Sampling Locations



Date:9/24/2026

## DISCLAIMER

This mapping data has been compiled by the qathet Regional District using data derived from a number of different sources with varying levels of accuracy. The qathet Regional District disclaims all responsibility for the accuracy or completeness of this information.



Date:9/29/2026

## Legend

### Location Type

- Monitoring Well
- △ Surface Water Sample

## DISCLAIMER

This mapping data has been compiled by the qathet Regional District using data derived from a number of different sources with varying levels of accuracy. The qathet Regional District disclaims all responsibility for the accuracy or completeness of this information.