



Request for Proposals

Environmental Monitoring, Sampling, and Reporting – RDCK Resource Recovery Sites

Issued: on October 25, 2024

Closing Location:

Resource Recovery Department,
Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:

November 22, 2024 at 12:00PM PST

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PART 1 – INVITATION & INSTRUCTIONS TO PROPONENTS

1.1 EXECUTIVE SUMMARY

The Regional District of Central Kootenay (RDCK) is requesting proposals from qualified firms to conduct routine surface and ground water sampling at locations and frequency detailed in the RDCK Resource Recovery Sites' respective Environmental Monitoring Programs (EMP) and required in the respective Operational Certificates and Mines Act permit, and to provide interim and annual reporting services for the sampling programs. The sites include:

- Central Landfill
- Central Compost Facility
- Crawford Bay Transfer Station
- Creston Landfill
- Creston Compost Facility
- Grohman Narrows Transfer Station
- Destiny Bay Landfill
- HB Tailings Storage Facility
- Nakusp Landfill
- Ootischenia Landfill
- Slocan Landfill

Estimated timeline of milestones and deliverables:

October 25, 2024	- Request for proposals issued
November 18, 2024	- Deadline for inquiries
November 22, 2024	- Deadline for submissions
December 12, 2024	- Recommend selected proposal to the Board (if required)
December 20, 2024	- New Consulting Agreement issued (pending signatory approval)

The RDCK is seeking proposals to supply the Services herein described on or before **November 22, 2024**.

1.2 REQUEST FOR PROPOSAL TERMINOLOGY

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

Throughout this Request for Proposal, terminology is used as follows:

- (a) **“CONTRACT”** means the written agreement resulting from this Request for Proposal executed by the RDCK and the Consultant;
- (b) **“CONSULTANT”** means the successful Proponent to this Request for Proposal who enters into a written Contract with the RDCK;
- (c) **“MUST”** or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

- (d) “**PROPONENT**” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- (e) “**REGIONAL DISTRICT**” means the Regional District of Central Kootenay (RDCK);
- (f) “**SHOULD**” or “**DESIRABLE**” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

1.3 PROPOSAL DOCUMENTS

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

1.4 INQUIRIES AND CLARIFICATIONS

It is the responsibility of the Proponent to thoroughly examine the documents and ensure that the requirements contained are fully understood.

Requests for clarifications or additional information related to this Request for Proposal should be directed, **in writing**, to the following person:

Nathan Schilman
Environmental Technologist
250-551-5937
nschilman@rdck.bc.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Regional District’s option.
Inquiries will be accepted until 4:00 PM PST on November 18, 2024.

1.5 EXAMINATION OF SITES AND LOCAL CONDITIONS

The Proponent must satisfy themselves as to the practicability of executing the work in accordance with the Contract, and shall be held to have satisfied themselves in every particular before making up a Proposal, by inquiry and by attending the site visit if it is a requirement.

The Proponent should examine the site and surroundings and, before submitting a Proposal shall satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, the means of access to the site, the accommodation they may require, and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Proposal.

If a proponent wishes to examine the site(s), site visits can be arranged by contacting Nathan Schilman at nschilman@rdck.bc.ca.

~~1.6 MANDATORY SITE VISIT~~

~~A mandatory site visit is scheduled~~

1.7 PROPOSAL CLOSING DATE, TIME AND LOCATION

Proposals must be submitted by the Closing Date and Time to the Closing Location identified on the cover page of this Request for Proposal.

1.8 PROPOSAL SUBMISSIONS

A digital PDF format of the Proposal submission may be sent by e-mail to: nschilman@rdck.bc.ca.

The RDCK email server has about a 10mb file size limit. Proponents are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by ftp.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK should submit one printed copy in a SEALED enveloped CLEARLY MARKED "**Request for Proposal-EMP Sampling & Reporting**".

- (a) The Proponent's name and full mailing address should be clearly marked on the outside of the response envelope.
- (b) Faxed proposals will not be accepted.

1.9 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All responses to this Request for Proposal become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the Board, when making a recommendation for the award of the Contract.

1.10 RDCK'S RIGHT TO ACCEPT OR REJECT PROPOSAL

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. If there is only one compliant Proposal received by the Closing Date, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with the Consultant. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. The RDCK, however, may at its sole discretion reject or retain

for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

1.11 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal.

1.12 CONFLICT OF INTEREST

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.13 ANTI-COLLUSION, FRAUD & CORRUPTION

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not he or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process. Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

1.14 CONFIDENTIALITY

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that his obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

1.15 IRREVOCABILITY AND ACCEPTANCE OF PROPOSAL

After the Closing Date and Time, all Proposals are irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the RDCK for the Work on the terms and conditions set out in the Proposal. Each Proposal will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the RDCK. By submission of a clear and detailed written notice the Proponent may amend or withdraw its Proposal PRIOR to the closing date and time.

1.16 IRREGULARITIES AND INFORMALITIES

The RDCK reserves the right, at its sole discretion to waive minor irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

1.17 DISCREPANCIES OR OMISSIONS

Proponents finding discrepancies or omissions in the specifications or other documents or having any doubts about the meaning or intent of any part thereof should immediately request, in writing, clarification from **Nathan Schilman** by emailing nschilman@rdck.bc.ca, who will send written instructions or explanations to all parties having a set of the Proposal Documents. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.18 MODIFICATION OF TERMS/ADDENDA

The RDCK reserves the right to modify the terms of this Request for Proposal at any time before the Closing Date and Time in its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

1.19 LIABILITY FOR ERRORS

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

1.20 BASIS OF CONTRACT AWARD

Proponents are hereby notified that the RDCK intends to review and enter into a Contract for the Work based not only on the Proposal price, but the other factors considered essential by the RDCK to provide a service for the Work being requested. Proposal evaluation may include, but is not limited to:

Evaluation Criteria	Points
Experience and Qualifications	
Staff and corporate experience with projects similar to the Scope of Work, specifically environmental sampling, analysis/interpretation of sampling results, and reporting	10
Professional qualification of managerial and technical personnel, including project lead with minimum of 10 years of experience and at least 3 projects of similar nature, size, and complexity to this Project	10

Evaluation Criteria	Points
References provided by other clients of the Proponent, included in the proposal	5
Experience of the Proponent on past RDCK projects	2
Project Comprehension and Approach	
Demonstrated understanding of Project requirements and expectations as reflected in the proposed approach, resources, priorities, sequences and critical tasks for meeting the Project deliverables while adhering to scope, cost, and schedule.	13
Demonstrated understanding of any challenges, special needs, risks, and/or concerns related to the Project as captured in the Proponent's response.	5
Availability and Ability to Meet Deliverables	
Confirmation of the Proponent's ability to complete the Project in accordance with the schedule, including confirmation of the availability of the proposed project team to complete the Work.	10
Pricing	
Breakdown of labour rates for key personnel as well as any other associated costs to perform the Work	5
Total project cost	35
Other	
Up to 5 additional points for Indigenous-owned or affiliated companies	5
TOTAL SCORE	
100	

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to carry out the work will not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents. Proponents shall be competent and capable of performing the work. Proponents may be required to provide further evidence of previous experience and financial responsibility.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into a Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to work similar to that being proposed.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

1.21 DEFINITION OF CONTRACT

This Request for Proposal should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Date and Time.

Neither the acceptance of a Proposal nor the execution of a Contract will 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.

Notice in writing to a Proponent that it has been identified as the Consultant and the subsequent full execution of a written Agreement will constitute a Contract for the performance of the Work and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events.

1.22 FORM OF CONTRACT

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Consulting Services Agreement with the RDCK within fifteen (15) days of the date of the Notice of Award. A copy of the RDCK Consulting Services Agreement is attached in Schedule A.

By submission of a Proposal, the Proponent agrees that, should it be identified as the Consultant, it is willing provide to the RDCK the necessary Insurance Policies and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Award.

Insurance requirements in the Form of Agreement in Schedule A should be reviewed by the Proponent's insurer. If the Proponent is unable to obtain the required insurance, the Proponent should notify the RDCK Representative in writing prior to submitting their Proposal. Depending on Proponent feedback, the RDCK may choose to issue an Addenda to amend the insurance requirements. If the RDCK opts not to amend the insurance requirements, the Proponent must ensure it is able to meet the insurance requirements should it be awarded the Contract, prior to submitting its Proposal.

PART 2 – SPECIFICATIONS

SCOPE OF WORK

The RDCK is requesting proposals from suitably qualified firms to conduct routine and as-needed environmental monitoring and sampling at RDCK Resource Recovery Facilities. The successful Proponent shall be responsible for developing a project timeline, methodology/approach, and specific steps to meet the overall objectives, adhering to the Scope of Work requirements presented herein.

The Consultant must have the required expertise to carry out the Work in a competent manner. All equipment, labour, materials and associated costs for the monitoring, sampling, and reporting will be the responsibility of the Consultant.

2.1 GENERAL SITE INFORMATION

Table 1 below summarizes the general site information for RDCK sites requiring environmental monitoring and sampling:

Table 1: General Site Information

Site Name	Address	Background
Central Landfill	550 Emerald Road, Salmo, BC	Landfill was closed in 2016 and now operates as a transfer station
Central Compost Facility	550 Emerald Road, Salmo, BC	Open-air windrow composting facility constructed in 2023; located at the Central Landfill to the south of the closed landfill cells
HB Tailings Storage Facility	550 Emerald Road, Salmo, BC	Located within and south of the Central Landfill property; accessed via a gravel road that connects the landfill to the HB TSF
Creston Landfill	1501 Mallory Rd, Creston, BC	Active natural attenuation landfill
Creston Compost Facility	1501 Mallory Rd, Creston, BC	Open-air windrow composting facility, constructed in 2021; located at the Creston Landfill approximately 300m to the south of the active face
Crawford Bay Transfer Station	16798 Crawford Creek Rd, Crawford Bay, BC	Former landfill now operates as a transfer station
Destiny Bay Legacy Landfill	Boswell, BC	Former landfill accessed off Highway 3A via Akokli Forest Service Road
Grohman Narrows Transfer Station	Insight Drive, Nelson, BC	Active transfer station, opened in 2014
Nakusp Landfill	1420 Hot Springs Road, Nakusp, BC	Active natural attenuation landfill; formal closure scheduled for 2028
Ootischenia Landfill	671 Columbia Road, Castlegar, BC	Active natural attenuation landfill; will become an engineered landfill as it expands
Slocan Landfill	8875 Slocan South Road, Slocan, BC	Former landfill now operates as a transfer station

2.2 FIELD PROGRAMS

Routine field activities include one or more of the following: monitoring and/or sampling of groundwater wells, surface water (stream, creek, and/or seep), compost, and/or landfill gas. All field activities including, but not limited to, planning/preparation, equipment calibration and decontamination, preparation of field notes, field monitoring, sample labeling, sample collection, sample storage and shipping, chain-of-custody records, and follow-up activities must be conducted in accordance with site-specific Operational Certificates, Environmental Monitoring Programs (EMPs), and applicable criteria and guidelines, including the following:

- [BC Field Sampling Manual](#)
- [Guidelines for Environmental Monitoring at Municipal Solid Waste Landfills](#) (groundwater, surface water)
- [Landfill Gas Management Facilities Design Guidelines](#) (landfill gas)

EMPs with detailed monitoring and sampling requirements are included in Appendix A. Operational Certificates/Waste Permits are provided in Appendix B, as applicable. Table 2 below provides a general summary of the routine environmental monitoring that currently occurs at each of the sites.

Table 2: Summary of Environmental Monitoring and Sampling

Site Name	Groundwater Wells (#)	Surface Water Locations (#)	Compost (#)	Annual Frequency (# times per year)
Central Landfill	28	8	-	1 (GW and SW) 2 (2 SW locations)
Central Compost Facility	-	2	1-2	3 (SW) ¹ 5-7 (compost) ²
HB Tailings Storage Facility	11	13 ³	-	4
Creston Landfill	14	9	-	4
Creston Compost Facility	4	2	1-2	4 (GW and SW) ¹ 1-3 (compost) ²
Crawford Bay Transfer Station	-	2	-	1
Destiny Bay Legacy Landfill	-	3	-	1
Grohman Narrows Transfer Station	1	-	-	1
Nakusp Landfill	6	-	-	2
Ootischenia Landfill	9	-	-	2
Slocan Landfill	4	-	-	2

¹ Surface water sampling frequency is dependent on weather and water levels within a leachate collection pond.

² Sampling frequency and parameters are dependent on tonnage of material processed and quality of previous samples.

³ Flow measurements are required at two surface water locations.

The number of sites and/or sampling frequency may change at the discretion of the RDCK. There may be times when additional sampling is required on short notice. The Consultant must have the ability to respond to any event-driven sampling requests within 48 hours. If any issues arise resulting in an increase in scope, either during the field program or reporting phase, the Consultant must address these immediately by informing the RDCK and mutually determining a course of action.

2.2.1 Water Quality Monitoring

Water quality monitoring must be conducted in accordance with the applicable criteria and guidelines listed in the above section. At minimum, groundwater monitoring must include measurement of hydraulic levels (below ground surface, below top of pipe, distance from ground to top of pipe) and field parameters including temperature, pH, conductivity, dissolved oxygen (DO), oxidation-reduction potential (ORP), and turbidity.

2.2.2 Sampling and Laboratory Submission

Sampling method, frequency, and individual parameters to be analyzed must be in accordance with the respective EMP for each site and include samples as necessary for quality assurance and quality control (QA/QC) as per the guidance documents listed in Section 2.2. The Consultant shall explicitly describe their QA/QC program in writing. The sampling program may be modified to include additional or exclude parameters, locations, or increase or decrease frequency as directed by the RDCK.

The Consultant shall arrange for the laboratory to provide the following:

- Sample containers and preservatives (as required) for samples that are part of the EMP and sufficient QA/QC samples
- Coolers and labels for shipping;
- Filters for field filtering metals (to be paid for by the Consultant);
- Filtering of metals at laboratory (if required);
- Electronic data transfer of results to Ministry of Environment and Climate Change Strategy (the Ministry) electronic management system (EMS) and provide any follow up as necessary; and,
- Electronic copy provided to Consultant and RDCK.

The Consultant is responsible for coordinating with the laboratory regarding analysis requests, ensuring all analyses required by the EMPs for each sampling event at each sample site are sampled for and requested on the Chain of Custody (COC), and ensuring samples arrive at the laboratory within requirements of holding time. Shipments must be sent to the laboratory immediately following the sampling event so samples are received in the required timeline and condition. All samples shall remain the property of the RDCK, until reaching the contracted laboratory's maximum sample holding time.

The Consultant is responsible for reviewing laboratory reports within 24 hours of receipt to ensure:

- All requested analyses were completed by the laboratory; and,
- QA/QC checks are satisfactory and meet data quality objectives.

The Consultant must liaise with the laboratory providing analytical services to resolve errors, omissions, and clarifying results as necessary. If any issue arises from the laboratory report review these must be addressed immediately. The Consultant shall inform the RDCK and mutually determine a course of action.

2.2.3 Landfill Gas Monitoring

As the RDCK does not have landfill gas probes, monitoring to assess for landfill gas migration is currently conducted by monitoring the headspace gas in monitoring wells without saturated well screens for combustible gases using a GEM5000 or RDCK approved equivalent. This is only performed in monitoring wells at or near the site perimeter at Creston, Ootischenia, and Nakusp landfills, as required by their respective Operational Certificates. As part of their Proposal, Consultants should clearly outline how they would conduct landfill gas monitoring to satisfy the requirements of the Operational Certificates for these sites.

2.2.4 Flow Measurements

While conducting field programs at the HB Tailings Facility, the Consultant must also complete quarterly flow measurements at two locations using the transect method with a Swoffer Water Velocity Meter, or similar. The flow measurement monitoring and locations are not described in the EMP. Measurements shall be collected from the Spillway Inlet surface water sample location, and the Outlet Ditch surface water sample location, as described in the EMP. Results shall be added to the annual reporting for the site, described in Section 2.3.1.

2.2.5 Maintenance and Security of Monitoring Wells

While conducting field programs, the Consultant will be expected to take notes on and report the conditions of all sampling sites on a regular basis and recommend maintenance or relocation where necessary. The Consultant may be required to replace caps, locks, and hasps on wells as required, the cost of which will be reimbursed by the RDCK.

2.3 REPORTING

The RDCK is required to provide the Ministry with a sampling event memorandum within 60 days of each sampling event at Creston, Central and Ootischenia landfills. Annual EMP reports are required for the following sites: Central Landfill, Central Compost Facility, Creston Landfill, Creston Compost Facility, Ootischenia Landfill, Nakusp Landfill, and HB Tailings Storage Facility. **No annual reports are required for Crawford Bay, Destiny Bay, Grohman Narrows or Slocan.**

Reports must be prepared and signed off by Qualified Person(s). The Consultant must ensure data standardization across all field notes, results, and reports. The Consultant is responsible for ensuring samples are compared to up-to-date criteria. The criteria must be updated when updates are issued and inform the Consultant must inform the RDCK when criteria are updated.

The scope of the Reports may be modified by the RDCK. The format of all reports shall be approved by the RDCK at the start of the contract term. All draft and final reports shall be reviewed and approved by the RDCK. Reports shall be submitted to the RDCK via email in PDF-format as well as workable Excel and Word formats.

The Consultant shall permit the RDCK to use and share all findings, drawings, figures, specifications, and any other materials found in the final reports provided by the Consultant as a result of this Contract. The ownership of reports and sampling data shall be retained by the RDCK.

2.3.1 Environmental Reporting

Sampling Event Reporting

Following sampling events at each site, the Consultant shall provide the RDCK with the analytical results and summary of findings. Memoranda shall adhere to the requirements in the landfill Operational Certificates and must include:

1. A brief monitoring event summary identifying any exceedance of the selected criteria or non-compliance with the site Operational Certificate;
2. Tabulated analytical results compared to the appropriate criteria, identifying criteria exceedances; and,
3. PDF and Excel laboratory reports with COC records.

The Operational Certificates for Central, Creston, and Ootischenia landfills require that the RDCK provide the Ministry with a memorandum within 60 days of any sampling event.

The Consultant must be able to adhere to the following schedule for this reporting:

Timeline	Submission Event
Day 1	Sampling event finishes and samples are submitted to laboratory
Day 35	Consultant submits draft report to RDCK
Day 45	RDCK provides feedback to the Consultant
Day 55	Consultant provides final interim report to RDCK
Day 59	Interim report submitted to the Ministry by RDCK

Annual EMP Reports

The annual EMP reports for landfills must be completed in accordance with the Operational Certificate for each site, the most recent version of Guidelines for Environmental Monitoring at Municipal Solid Waste Landfills, and the Landfill Criteria for Municipal Solid Waste. The annual EMP report for the HB Tailings Facility shall follow the landfill annual EMP reporting format. All annual EMP reports must include, at minimum:

- Summary of annual EMP activities, including any deviations from the program
- Results and assessment
 - Identification of applicable water quality standards
 - Field monitoring observations and results
 - QA/QC discussion and results
 - Discussion of analytical results for each substrate sampled (e.g. groundwater, surface water, etc.) including spatial and temporal trends, criteria compliance, and an evaluation of the impacts on the receiving environment
- Recommendations and proposed changes to the EMP
- Tables summarizing the following:
 - EMP activities completed
 - Landfill gas monitoring results, where required

- Hydraulic monitoring results
- All other field monitoring results, including flow data for the HB Tailings Facility
- Analytical results
- One figure showing the site and all sampling locations

The 2023 annual EMP report for Central Landfill is included as Appendix C for reference as an example. The 2023 annual EMP reports for each of the sites can be provided to the Consultant upon award.

Drafts of all annual EMP reports must be submitted to the RDCK by February 10th each year. RDCK staff will review the report and provide feedback within three (3) weeks of receipt. The Consultant shall complete revisions and submit a final copy of the annual EMP report to the RDCK by March 15th of each year.

2.3.2 Sampling Event and Annual EMP Reports for Compost Facilities

Compost Facility annual EMP reports for water quality monitoring and sampling shall follow the same format as the Sampling Event Reporting requirements described in Section 2.3.1. Results of compost quality sampling do not need to be included in any written report, outside of results received from the laboratory.

Consultant Requirements

2.4 GREENHOUSE GAS EMISSIONS REPORTING

The RDCK has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. As part of this, the RDCK requires that contractors and consultants who provide routine services for a value of greater than \$25,000 per year communicate the quantity of fuel used as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th at the Consultant's sole cost.

Contractors and consultants are to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of service to the RDCK's Resource Recovery program:

- Vehicle class (as defined in table below);
- Type of fuel used by each vehicle; and
- Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	<ul style="list-style-type: none">• 2 door passenger cars• 4 door passenger cars• Station Wagon
Light Duty Truck	<ul style="list-style-type: none">• SUV's, minivans• Full-size vans• Pick up trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	<ul style="list-style-type: none">• Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kg (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	<ul style="list-style-type: none">• Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

2.5 CONSULTANT'S RESPONSIBILITIES

All equipment, labour, materials and associated costs for sampling and reporting will be the responsibility of the Consultant.

The Consultant must provide a 7-day notification to the RDCK's Environmental Technologist prior to the start of any sampling event.

The Consultant must provide a 7-day notification to the Prime Contractor of a site, if the prime contractor is not the RDCK (e.g. Creston Landfill, Ootischenia Landfill, Nakusp Landfill), prior to the start of any sampling event. Prime contractor contact information will be provided to the successful proponent.

The Consultant must provide a 7-day notification to the RDCK's Environmental Projects Lead prior to the start of any sampling events taking place at the HB Tailings Storage Facility. In addition, the Consultant must abide by the *Mines Act* at all times, while on the tailings facility site. This includes sending a text message to the Environmental Projects Lead when arriving at and leaving the site, and every 2.5 hours while at the site.

Within 2 weeks of the execution of the contract, the successful proponent will be asked to provide a Health & Safety Plan that includes a working alone policy.

2.6 CONSULTANT EQUIPMENT

If repairs are required on the Consultant's equipment due to the actions of the Consultant, the full costs for repair will be borne by the Consultant.

2.7 PERSONNEL

The Consultant will, at all times during the term of this Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Consultant. The Supervisor will represent the Consultant in the performance of the Work, and directions given to them by the RDCK will be held to have been given to the Consultant. Contact information for the Supervisor will be given to the RDCK, and the Supervisor must respond promptly to all requests by the RDCK.

The Consultant must employ properly qualified personnel to carry out the Work. The Consultant acknowledges that its employees, agents and sub-contractors may come into contact with the public in the execution of this Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under this Contract must conduct themselves in a courteous and polite manner towards the public.

2.8 CONSULTANT'S CONTROL OF THE WORK

The Consultant will have complete control of the Work and must effectively direct and supervise the Work using their best skill and attention. The Consultant will be solely responsible for all means, methods, techniques, sequences and procedures required for the execution of the Work and for coordinating all parts of the Work under the Contract.

2.9 OPTIONAL ITEM: LABORATORY SERVICES

The RDCK has the capacity to set up a separate contract with an accredited laboratory for the required analyses in the EMPs, to reduce carrying costs for lab fees for the Consultant between sampling and being paid by the RDCK. However, if the Consultant has agreements in place with a laboratory and can carry the cost of lab fees, the Consultant may, if desired, provide costing for laboratory analysis services as an optional part of their Proposal. The Consultant's lab(s) of choice must be fully accredited and able to provide all analyses outlined in each site's EMP.

If the Proponent wishes to provide costing for laboratory services, costs for each parameter or package, details on mark-up, and rates for rushed turnaround times shall be outlined separately from the other

components of the detailed cost breakdown of the Proposal that is outlined in Section 3.2.2.c. The format of providing this costing information is at the discretion of the Consultant.

If the Consultants preference is for the RDCK to set up a separate laboratory contract, this should also be outlined in the Consultants Proposal.

PART 3 – PROPOSAL SUBMISSION

3.1 PROPOSAL FORMAT

The Proposal should clearly convey the Proponent’s intent in a clear and concise manner. The Proposal should contain a covering letter, Table of Contents and a short executive summary of the key features of the proposal. All pages should be consecutively numbered.

3.2 PROPOSAL CONTENT

3.2.1 The Firm

- a. Firm Experience / Past Performance - The firm’s past project experience with environmental sampling, laboratory analysis interpretation, and EMP reporting.
- b. Project Team - The qualifications and experience of the personnel the Proponent intends to use for the Work. This must include any subcontractors proposed to be used in the Work
- c. Resources - The qualifications and experience of the Proponent’s reserve personnel backing up the Project Team and the quality and quantity of resources available to the firm such as technical aids, IT resources, equipment etc.

3.2.2 The Proposal

- a. Methodology / Task Evaluation - The Proponent’s approach to the services required as set out in Part 2 Specifications. Consideration is given to whether the Proponent has effectively addressed each aspect of the Request for Proposal, thoroughly understood the requirements of the Request for Proposal, chosen a suitable approach, and identified problem areas. The Proponent is expected to adhere as closely as possible to the project components outlined in Part 2; however, Proponents may suggest alternative approaches or propose modifications to the specifications.
- b. Scheduling / Work Plan - The completeness of the task items and rationale of the work plan which shows a clear indication of the anticipated work schedule along with any other supporting documents pertinent to the project. The RDCK requests that proponents agree to meet or better the following project deliverable milestones for completion of the project schedule:

Timeline of milestones and deliverables:

- | | |
|-------------------|--|
| October 25, 2024 | - Request for proposals issued |
| November 17, 2024 | - Deadline for inquiries |
| November 22, 2024 | - Deadline for submissions |
| December 12, 2024 | - Recommend selected proposal to the Board (if required) |
| December 20, 2024 | - New Consulting Agreement issued (pending signatory approval) |

- c. Detailed Cost Breakdown – the Proponent should provide a detailed cost breakdown of all work tasks including cost of each sampling event, cost of each reporting event, supplies &

services, travel and living out allowance (LOA). It shall include details of the team members assigned to those tasks, hours budgeted for each team member and hourly rates for each team member. Proposal should also include details of Proponent's preferred arrangements for mileage, per diem and other disbursements.

A fillable Excel spreadsheet to enter proposed costs has been provided in Appendix D. Cost for the Optional Item: Laboratory Services, outlined in Section 2.11, if being provided by the consultant, should be provided in a separate file (e.g. excel spreadsheet, PDF).

This section shall be read with and shall form part of the Contract Form. The Proponent hereby proposes the following prices to provide all materials, supervision, labour, equipment and all else necessary for the proper supply of the Services. Costs of a general nature that do not pertain to any one item shall be pro-rated among all items. No claim for extra payment on the grounds that the Services supplied could not be properly charged to items within the Description of Services will be considered. The total cost per year per site must not exceed the quoted price in the Total Cost Per Year column, without written permission of the RDCK.

Consulting Services Agreement

Contract #: YYYY-##-DEPT_CONTRACTOR_NAME

Project: Add project name

GL Code: Add account & work order #

THIS AGREEMENT executed and dated for reference the:

day day of month, year

(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

AND

CLICK HERE TO ADD CONSULTANT NAME

(hereinafter called the "Consultant")

at the following address:

Click here to add address

City, Province, Postal Code

Agreement Administrator: Add name

Telephone #: Click here to add phone #

Email: Click here to add email

Agreement Administrator: Add name

Telephone: Click here to add phone #

Email: Click here to add email

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE REGIONAL DISTRICT OF CENTRAL KOOTENAY AND THE CONSULTANT AGREE AS FOLLOWS:

- (a) **SERVICES:** The Consultant shall provide the services which are set out in the Consultant's proposal dated [Date] (the "Proposal") which forms part of this Agreement and as detailed in Schedule "A" of this Agreement (the "Services"). It is agreed that Services may also include any additional services authorized and agreed to by the Consultant and the RDCK by written agreement after the Agreement has commenced ("Additional Services").
- (b) **CHANGES TO SERVICES:** The RDCK and the Consultant acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Consultant wishes to make a change or changes to the Services, the

Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of a Scope Change Letter.

Any RDCK authorized services required of the Consultant beyond those Services set out in the Proposal shall be considered Additional Services. The Consultant shall be compensated for all Additional Services on an hourly or per diem basis, as agreed upon by the RDCK and the Consultant in writing by means of a Scope Change Letter prior to the Consultant performing the Additional Services.

- (c) **TERM:** Notwithstanding the date of execution of this Agreement the Consultant shall provide the Services described in Schedule A hereof commencing on **[Start Date]** (Start Date) and ending on **[End Date]** (End Date) (the "Term").
- (d) **LOCATION:** The location for delivery of the Services shall be **[Enter Location]**.
- (e) **PAYMENT:** The total budget for the Services, as specified in the Proposal is **[\$[Contract Amount] Choose GST Option]** and on the terms set out in Schedule B. The budget for the Services is broken into tasks in the Proposal. The Consultant agrees to complete all of the tasks specified in the Proposal at a cost that will not exceed the budget amount for each task. The Consultant shall submit an invoice to the RDCK for payment, together with supporting documents, in respect of the hours worked and disbursements made on or before the last day of each month, for the RDCK's approval and due processing.
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement.

THE CONSULTANT' OBLIGATIONS

- 1** The Consultant shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A.
 - (b) In performing the Services, at all times, act in the best interests of the Regional District of Central Kootenay (herein after called the "**RDCK**"). Also, the Consultant shall exercise that degree of professional care, skill and diligence required according to generally accepted professional standards, current as of the date that the Services are rendered.
 - (c) Engage the services of staff, sub-consultants and sub-contractors who have the education, training,

skill and experience necessary to perform the Services, and shall cause them to perform the Services on behalf of the Consultant.

- (d) Employ only those sub-consultants and sub-contractors identified in the Proposal to supply the Services. The Consultant agrees that it has the responsibility for the coordination of all professional Services rendered to the RDCK by the Consultant or by its sub-consultants or sub-contractors on the Project. The Consultant may, with the written approval of the RDCK, such approval not to be unreasonably withheld, replace any of the identified project team members described in the Proposal with other professional staff possessing equivalent knowledge, ability and skills.
- (e) Ensure that all personnel hired by the Consultant to perform the Services will be the employees of the Consultant and not to the RDCK with the Consultant being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee.
- (f) Upon the request of the RDCK fully inform the RDCK of the work done by the Consultant in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Consultant as a result of this Agreement.
- (g) Comply with all applicable municipal, provincial and federal legislation and regulations.
- (h) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits.
- (i) Promptly pay all persons employed by it.
- (j) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK.
- (k) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services.
- (l) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest.
- (m) Be an independent Consultant and not the servant, employee or agent of the RDCK. The Consultant and the RDCK acknowledge and agree that this Agreement does not create a partnership or joint venture between them.
- (n) Accept instructions from the RDCK, provided that the Consultant shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out.

- (o) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Consultant shall provide the RDCK with proof of such compliance.
- (p) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments.
- (q) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money.
- (r) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred.
- (s) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its subconsultant(s), subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other consultant(s), contractor(s), assign(s) and authorized representative(s) or any other persons.
- (t) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever.
- (u) The Consultant must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:
 - (i) Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.
 - (ii) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of **\$ 2,000,000 dollars per occurrence** with a **maximum deductible of \$5,000**;

Such insurance will:

- (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;

- (B) include the Consultant's Blanket contractual liability;
 - (C) include a Cross Liability clause;
 - (D) include occurrence property damage;
 - (E) include personal injury;
 - (F) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
 - (G) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
 - (H) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Consultant does not provide or maintain in force the insurance required by this Agreement, the Consultant agrees that the RDCK may take out the necessary insurance and the Consultant shall pay to the RDCK the amount of the premium immediately on demand.
- (iii) professional liability coverage in the amount of **\$ 2,000,000 dollars per claim** and **\$ 5,000,000 dollars aggregate**, with a **maximum deductible of \$50,000**;
- ~~(iv) pollution/environmental impairment liability insurance in the amount of \$ **Amount of Insurance** dollars per occurrence and \$ **Amount of Insurance** dollars aggregate, with a maximum deductible of \$50,000;~~

Such insurance will:

- ~~(A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;~~
- ~~(B) include the Consultant's Blanket contractual liability;~~
- ~~(C) include a Cross Liability clause;~~
- ~~(D) include occurrence property damage;~~
- ~~(E) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);~~

~~(F) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;~~

~~(G) require the insurer not cancel or materially change the insurance without first giving the RDCK thirty days' prior written notice; provided that if the Consultant does not provide or maintain in force the insurance required by this Agreement, the Consultant agrees that the RDCK may take out the necessary insurance and the Consultant shall pay to the RDCK the amount of the premium immediately on demand.~~

- (v) Keep confidential for an unlimited period of time all communications, plans, specifications, reports or other information used in connection with the Project except:
 - (i) those requiring disclosure by operation of law; and
 - (ii) any disclosure authorized in writing by the RDCK.

CONSTRUCTION SUPERVISION

(w) Inspect the site where the Services are to be performed (the "Site") and become familiar with all conditions pertaining thereto prior to commencement of the Services.

~~(x) Where materials and supplies are to be provided by the Consultant, use only the best quality available.~~

~~(y) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use.~~

~~(z) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Consultant's expense.~~

~~(aa) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.~~

(bb) At all times, treat as confidential all information and material supplied to or obtained by the Consultant or subconsultant as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK.

STANDARD OF CARE

~~(cc) The RDCK recognizes that sub-surface conditions may vary from those encountered where samplings, borings, surveys or explorations are located by the Consultant and that the data, interpretations and recommendations of the Consultant are based solely on the information~~

available to it.

UNDERGROUND UTILITIES

~~(dd) The Consultant shall be responsible for locating all underground utilities prior to commencing subterranean work and provide proof of such to the RDCK.~~

SAFETY

(ee) The Consultant shall be responsible for its activity and that of its employees on the job site. This shall not be construed to relieve the RDCK or any other contractor of their obligation to maintain a safe job site. Neither the presence of the Consultant nor of its employees, sub-consultants, sub-contractors and agents shall be understood to imply control of the operations of others, nor shall it be construed to be an acceptance of responsibility for job site safety.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2 The RDCK shall:

- (a) Retain the Consultant to provide the Services as set out in this Agreement.
- (b) Subject to the provisions of this Agreement, pay the Consultant, in full payment for the Services which in the opinion of the RDCK at the times set out is Schedule "B" of this Agreement (herein called "**Agreement Price**"), and the Consultant shall accept such payment as full payment for the Services.
 - (i) Notwithstanding Subsection 2(b), not be under any obligation to advance to the Consultant more than 90% of the Agreement Price for Services rendered in accordance with Schedule "A" to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*.
 - (ii) providing that it is not in breach of any of its obligations under this Agreement, holdback from the Agreement Price in addition to the 10% holdback contemplated in Subsection 2(b)(i), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services.
- (c) Provide the Consultant with all reports, data, studies, plans, specifications, documents and information available to the RDCK and relevant to the Project. The Consultant shall be entitled to rely on the reports, data studies, plans, specifications, documents and other information provided by the RDCK.
- (d) Provide access to any site or adjacent properties as required to complete the Project. The Consultant shall be liable for any and all injury or damage which may occur to persons or to property due to any act, omission, neglect or default of the Consultant, or of his employees, sub-consultants, sub-contractors or agents.

- (e) Give the Consultant reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services.
- (f) Examine all studies, reports, sketches, proposals and documents provided by the Consultant under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 3 Should the Consultant neglect to complete the Services properly or fail to perform any of its obligations under this Agreement, the RDCK may notify the Consultant in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the RDCK the option, without any other right or remedy, of suspending the Consultant's performance of the Services or immediately terminating this Agreement. The RDCK shall pay the Consultant for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination.
- 4 Other than for reasons set forth in section 3 the RDCK may suspend or terminate this Agreement for any reason by giving thirty (30) calendar days' prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Project. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks according to the Project schedule of tasks remaining unpaid as of the effective date of such suspension or termination.
- 5 Should the RDCK fail to perform any of its obligations under this Agreement, the Consultant may notify the RDCK in writing that it is in default of its contractual obligations and instruct it to correct the default within fourteen (14) working days of receiving the notice. Failure to comply with the default request extends to the Consultant the option, without limiting any other right or remedy the Consultant may have, of immediately terminating this Agreement and requesting settlement for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- 6 Should the Consultant's Services be suspended by the RDCK at any time for more than thirty (30) calendar days in any calendar year through no fault of the Consultant, the Consultant shall have the right until such suspension is lifted by the RDCK, to terminate this Agreement upon giving seven (7) working days' written notice to the RDCK. In such an event, the Consultant will be paid by the RDCK pursuant to this Agreement, for the completed tasks as per the Schedule of Tasks that remain unpaid as of the effective date of such termination.

GENERAL TERMS

- 7 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and their decision on all questions in dispute with

regard thereto, or as to the meaning and intentions of this Agreement, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Consultant to payment therefrom, until the RDCK is satisfied therewith.

- 8 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore SUBJECT TO THE FEDERAL GOODS AND SERVICES TAX.
- 9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10 Time shall be of the essence of this Agreement.
- 11 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 13 A waiver of any provision or breach by the Consultant of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15 Everything produced, received or acquired (the **“Material”**) by the Consultant or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Consultant or sub-consultant, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Consultant to the RDCK immediately upon the RDCK giving notice of such request to the Consultant.
- 16 The copyright in the Material belongs to the RDCK.
- 17 The RDCK may, at its discretion, notify the Consultant that the terms, amounts and types of insurance required to be obtained by the Consultant hereunder be changed.
- 18 Where the Consultant is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Consultant.

- 19** Where the Consultant is a partnership, all partners are to execute this Agreement.
- 20** Sections 1 f), l), m), s), and 18 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- 21** The ideas, processes, or other information contained in the Consultant's Proposal is proprietary and, until the Consultant's Proposal is accepted, shall not be disclosed to any parties outside of the RDCK's staff or be duplicated by any means or used in whole or in part for any purpose. Should the Consultant's Proposal be accepted, the RDCK shall have the right to duplicate, use or disclose the information contained therein.
- 22** Neither the RDCK nor the Consultant will be considered in default of this Agreement for non-performance due to strikes, labour disputes, riots, civil insurrection, mechanical breakdowns, war, floods, or acts of God or for other reasons beyond the reasonable control of the RDCK or the Consultant.
- 23** Unbudgeted disbursements incurred by the Consultant due to delays caused by weather conditions and/or poor site access shall be for the RDCK's account.
- 24** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 25** All matters in dispute, which cannot be settled by the RDCK and the Consultant, may, with the concurrence of both the RDCK and the Consultant, be submitted to final and binding arbitration to a single arbitrator appointed jointly by them.
- 26** No person shall be nominated to act as arbitrator who is in any way financially interested in the Project or in the affairs of either the RDCK or the Consultant.
- 27** In the event that the RDCK and the Consultant cannot agree to an arbitrator, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia.
- 28** If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion shall be severed and the decision that it is illegal or invalid does not affect the validity of this Agreement.
- 29** This Agreement constitutes the sole and entire Agreement between the RDCK and the Consultant relating to the Project and completely supersedes and abrogates any prior agreements existing between the RDCK and the Consultant, whether written or oral.
- 30** The headings in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

31 Parts 2, 3 and 4 of the **Choose Document Type** of the RDCK dated **[Enter Date]** and the Consultant's **Choose Document Type** provided in response are hereby incorporated into and forms part of this Agreement.

32 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed or delivered. IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	CLICK HERE TO ADD CONSULTANT NAME
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)

SCHEDULE A - SERVICES

SCOPE OF WORK

The RDCK is requesting proposals from suitably qualified firms to conduct routine and as-needed environmental monitoring and sampling at RDCK Resource Recovery Facilities. The successful Proponent shall be responsible for developing a project timeline, methodology/approach, and specific steps to meet the overall objectives, adhering to the Scope of Work requirements presented herein.

The Consultant must have the required expertise to carry out the Work in a competent manner. All equipment, labour, materials and associated costs for the monitoring, sampling, and reporting will be the responsibility of the Consultant.

2.1 GENERAL SITE INFORMATION

Table 1 below summarizes the general site information for RDCK sites requiring environmental monitoring and sampling:

Table 1: General Site Information

Site Name	Address	Background
Central Landfill	550 Emerald Road, Salmo, BC	Landfill was closed in 2016 and now operates as a transfer station
Central Compost Facility	550 Emerald Road, Salmo, BC	Open-air windrow composting facility constructed in 2023; located at the Central Landfill to the south of the closed landfill cells
HB Tailings Storage Facility	550 Emerald Road, Salmo, BC	Located within and south of the Central Landfill property; accessed via a gravel road that connects the landfill to the HB TSF
Creston Landfill	1501 Mallory Rd, Creston, BC	Active natural attenuation landfill
Creston Compost Facility	1501 Mallory Rd, Creston, BC	Open-air windrow composting facility, constructed in 2021; located at the Creston Landfill approximately 300m to the south of the active face
Crawford Bay Transfer Station	16798 Crawford Creek Rd, Crawford Bay, BC	Former landfill now operates as a transfer station
Destiny Bay Legacy Landfill	Boswell, BC	Former landfill accessed off Highway 3A via Akokli Forest Service Road
Grohman Narrows Transfer Station	Insight Drive, Nelson, BC	Active transfer station, opened in 2014
Nakusp Landfill	1420 Hot Springs Road, Nakusp, BC	Active natural attenuation landfill; formal closure scheduled for 2028
Ootischenia Landfill	671 Columbia Road, Castlegar, BC	Active natural attenuation landfill; will become an engineered landfill as it expands
Slocan Landfill	8875 Slocan South Road, Slocan, BC	Former landfill now operates as a transfer station

2.2 FIELD PROGRAMS

Routine field activities include one or more of the following: monitoring and/or sampling of groundwater wells, surface water (stream, creek, and/or seep), compost, and/or landfill gas. All field activities including, but not limited to, planning/preparation, equipment calibration and decontamination, preparation of field notes, field monitoring, sample labeling, sample collection, sample storage and shipping, chain-of-custody records, and follow-up activities must be conducted in accordance with site-specific Operational Certificates, Environmental Monitoring Programs (EMPs), and applicable criteria and guidelines, including the following:

- [BC Field Sampling Manual](#)
- [Guidelines for Environmental Monitoring at Municipal Solid Waste Landfills](#) (groundwater, surface water)
- [Landfill Gas Management Facilities Design Guidelines](#) (landfill gas)

EMPs with detailed monitoring and sampling requirements are included in Appendix A. Operational Certificates/Waste Permits are provided in Appendix B, as applicable. Table 2 below provides a general summary of the routine environmental monitoring that currently occurs at each of the sites.

Table 2: Summary of Environmental Monitoring and Sampling

Site Name	Groundwater Wells (#)	Surface Water Locations (#)	Compost (#)	Annual Frequency (# times per year)
Central Landfill	28	8	-	1 (GW and SW) 2 (2 SW locations)
Central Compost Facility	-	2	1-2	3 (SW) ¹ 5-7 (compost) ²
HB Tailings Storage Facility	11	13 ³	-	4
Creston Landfill	14	9	-	4
Creston Compost Facility	4	2	1-2	4 (GW and SW) ¹ 1-3 (compost) ²
Crawford Bay Transfer Station	-	2	-	1
Destiny Bay Legacy Landfill	-	3	-	1
Grohman Narrows Transfer Station	1	-	-	1
Nakusp Landfill	6	-	-	2
Ootischenia Landfill	9	-	-	2
Slocan Landfill	4	-	-	2

¹ Surface water sampling frequency is dependent on weather and water levels within a leachate collection pond.

² Sampling frequency and parameters are dependent on tonnage of material processed and quality of previous samples.

³ Flow measurements are required at two surface water locations.

The number of sites and/or sampling frequency may change at the discretion of the RDCK. There may be times when additional sampling is required on short notice. The Consultant must have the ability to respond to any event-driven sampling requests within 48 hours. If any issues arise resulting in an increase in scope, either during the field program or reporting phase, the Consultant must address these immediately by informing the RDCK and mutually determining a course of action.

2.2.1 Water Quality Monitoring

Water quality monitoring must be conducted in accordance with the applicable criteria and guidelines listed in the above section. At minimum, groundwater monitoring must include measurement of hydraulic levels (below ground surface, below top of pipe, distance from ground to top of pipe) and field parameters including temperature, pH, conductivity, dissolved oxygen (DO), oxidation-reduction potential (ORP), and turbidity.

2.2.2 Sampling and Laboratory Submission

Sampling method, frequency, and individual parameters to be analyzed must be in accordance with the respective EMP for each site and include samples as necessary for quality assurance and quality control (QA/QC) as per the guidance documents listed in Section 2.2. The Consultant shall explicitly describe their QA/QC program in writing. The sampling program may be modified to include additional or exclude parameters, locations, or increase or decrease frequency as directed by the RDCK.

The Consultant shall arrange for the laboratory to provide the following:

- Sample containers and preservatives (as required) for samples that are part of the EMP and sufficient QA/QC samples
- Coolers and labels for shipping;
- Filters for field filtering metals (to be paid for by the Consultant);
- Filtering of metals at laboratory (if required);
- Electronic data transfer of results to Ministry of Environment and Climate Change Strategy (the Ministry) electronic management system (EMS) and provide any follow up as necessary; and,
- Electronic copy provided to Consultant and RDCK.

The Consultant is responsible for coordinating with the laboratory regarding analysis requests, ensuring all analyses required by the EMPs for each sampling event at each sample site are sampled for and requested on the Chain of Custody (COC), and ensuring samples arrive at the laboratory within requirements of holding time. Shipments must be sent to the laboratory immediately following the sampling event so samples are received in the required timeline and condition. All samples shall remain the property of the RDCK, until reaching the contracted laboratory's maximum sample holding time.

The Consultant is responsible for reviewing laboratory reports within 24 hours of receipt to ensure:

- All requested analyses were completed by the laboratory; and,
- QA/QC checks are satisfactory and meet data quality objectives.

The Consultant must liaise with the laboratory providing analytical services to resolve errors, omissions, and clarifying results as necessary. If any issue arises from the laboratory report review these must be addressed immediately. The Consultant shall inform the RDCK and mutually determine a course of action.

2.2.3 Landfill Gas Monitoring

As the RDCK does not have landfill gas probes, monitoring to assess for landfill gas migration is currently conducted by monitoring the headspace gas in monitoring wells without saturated well screens for combustible gases using a GEM5000. This is only performed in monitoring wells at or near the site perimeter at Creston, Ootischenia, and Nakusp landfills, as required by their respective Operational Certificates. As part of their Proposal, Consultants should clearly outline how they would conduct landfill gas monitoring to satisfy the requirements of the Operational Certificates for these sites.

2.2.4 Flow Measurements

While conducting field programs at the HB Tailings Facility, the Consultant must also complete quarterly flow measurements at two locations using the transect method with a Swoffer Water Velocity Meter, or similar. The flow measurement monitoring and locations are not described in the EMP. Measurements shall be collected from the Spillway Inlet surface water sample location, and the Outlet Ditch surface water sample location, as described in the EMP. Results shall be added to the annual reporting for the site, described in Section 2.3.1.

2.2.5 Maintenance and Security of Monitoring Wells

While conducting field programs, the Consultant will be expected to take notes on and report the conditions of all sampling sites on a regular basis and recommend maintenance or relocation where necessary. The Consultant may be required to replace caps, locks, and hasps on wells as required.

2.3 REPORTING

The RDCK is required to provide the Ministry with a sampling event memorandum within 60 days of each sampling event at Creston, Central and Ootischenia landfills. Annual EMP reports are required for the following sites: Central Landfill, Central Compost Facility, Creston Landfill, Creston Compost Facility, Ootischenia Landfill, Nakusp Landfill, and HB Tailings Storage Facility. **No annual reports are required for Crawford Bay, Destiny Bay, Grohman Narrows or Slokan.**

Reports must be prepared and signed off by Qualified Person(s). The Consultant must ensure data standardization across all field notes, results, and reports. The Consultant is responsible for ensuring samples are compared to up-to-date criteria. The criteria must be updated when updates are issued and inform the Consultant must inform the RDCK when criteria are updated.

The scope of the Reports may be modified by the RDCK. The format of all reports shall be approved by the RDCK at the start of the contract term. All draft and final reports shall be reviewed and approved by the RDCK. Reports shall be submitted to the RDCK via email in PDF-format as well as workable Excel and Word formats.

The Consultant shall permit the RDCK to use and share all findings, drawings, figures, specifications, and any other materials found in the final reports provided by the Consultant as a result of this Contract. The ownership of reports and sampling data shall be retained by the RDCK.

2.3.1 Environmental Reporting

Sampling Event Reporting

Following sampling events at each site, the Consultant shall provide the RDCK with the analytical results and summary of findings. Memoranda shall adhere to the requirements in the landfill Operational Certificates and must include:

4. A brief monitoring event summary identifying any exceedance of the selected criteria or non-compliance with the site Operational Certificate;
5. Tabulated analytical results compared to the appropriate criteria, identifying criteria exceedances; and,
6. PDF and Excel laboratory reports with COC records.

The Operational Certificates for Central, Creston, and Ootischenia landfills require that the RDCK provide the Ministry with a memorandum within 60 days of any sampling event.

The Consultant must be able to adhere to the following schedule for this reporting:

Timeline	Submission Event
Day 1	Sampling event finishes and samples are submitted to laboratory
Day 35	Consultant submits draft report to RDCK
Day 45	RDCK provides feedback to the Consultant
Day 55	Consultant provides final interim report to RDCK
Day 59	Interim report submitted to the Ministry by RDCK

Annual EMP Reports

The annual EMP reports for landfills must be completed in accordance with the Operational Certificate for each site, the most recent version of Guidelines for Environmental Monitoring at Municipal Solid Waste Landfills, and the Landfill Criteria for Municipal Solid Waste. The annual EMP report for the HB Tailings Facility shall follow the landfill annual EMP reporting format. All annual EMP reports must include, at minimum:

- Summary of annual EMP activities, including any deviations from the program
- Results and assessment
 - Identification of applicable water quality standards
 - Field monitoring observations and results
 - QA/QC discussion and results
 - Discussion of analytical results for each substrate sampled (e.g. groundwater, surface water, etc.) including spatial and temporal trends, criteria compliance, and an evaluation of the impacts on the receiving environment
- Recommendations and proposed changes to the EMP
- Tables summarizing the following:
 - EMP activities completed
 - Landfill gas monitoring results, where required
 - Hydraulic monitoring results
 - All other field monitoring results, including flow data for the HB Tailings Facility
 - Analytical results

- One figure showing the site and all sampling locations

The 2023 annual EMP report for Central Landfill is included as Appendix C for reference as an example. The 2023 annual EMP reports for each of the sites can be provided to the Consultant upon award.

Drafts of all annual EMP reports must be submitted to the RDCK by February 10th each year. RDCK staff will review the report and provide feedback within three (3) weeks of receipt. The Consultant shall complete revisions and submit a final copy of the annual EMP report to the RDCK by March 15th of each year.

2.3.2 Sampling Event and Annual EMP Reports for Compost Facilities

Compost Facility annual EMP reports for water quality monitoring and sampling shall follow the same format as the Sampling Event Reporting requirements described in Section 2.3.1. Results of compost quality sampling do not need to be included in any written report, outside of results received from the laboratory.

Consultant Requirements

2.4 GREENHOUSE GAS EMISSIONS REPORTING

The RDCK has committed to reducing corporate emissions and achieving carbon neutral operations under the provisions of the Provincial Climate Action Charter. As part of this, the RDCK requires that contractors and consultants who provide routine services for a value of greater than \$25,000 per year communicate the quantity of fuel used as part of the delivery of the services described in their contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the RDCK with an annual deadline of March 30th at the Consultant's sole cost.

Contractors and consultants are to provide the following information about total fuel consumption from the operation of vehicles, equipment and machinery used in the provision of service to the RDCK's Resource Recovery program:

- Vehicle class (as defined in table below);
- Type of fuel used by each vehicle; and
- Amount of fuel in litres consumed from the operation of each vehicle and all equipment and machinery for the contracted service between January 1st and December 31st.

Vehicle Class	Includes
Light Duty Vehicle	<ul style="list-style-type: none">• 2 door passenger cars• 4 door passenger cars• Station Wagon
Light Duty Truck	<ul style="list-style-type: none">• SUV's, minivans• Full-size vans• Pick up trucks with a gross vehicle weight rating (GVWR) under 3856 Kg (8500 lbs) and a curb weight under 2722 Kg (6000 lbs)
Heavy Duty Truck	<ul style="list-style-type: none">• Road vehicles with a gross vehicle weight rating (GVWR) over 3856 Kb (8500 lbs) and a curb weight over 2722 Kg (6000 lbs)
Off Road Vehicle	<ul style="list-style-type: none">• Vehicles and equipment not licensed for road use (e.g. snow mobiles, ATVs, lawnmowers and trimmers, tractors, construction equipment)

If actual quantities are not available, an estimate would be acceptable. If providing an estimate, the basis for determining this data must be provided.

2.5 CONSULTANT'S RESPONSIBILITIES

All equipment, labour, materials and associated costs for sampling and reporting will be the responsibility of the Consultant.

The Consultant must provide a 7-day notification to the RDCK's Environmental Technologist prior to the start of any sampling event.

The Consultant must provide a 7-day notification to the Prime Contractor of a site, if the prime contractor is not the RDCK (e.g. Creston Landfill, Ootischenia Landfill, Nakusp Landfill), prior to the start of any sampling event. Prime contractor contact information will be provided to the successful proponent.

The Consultant must provide a 7-day notification to the RDCK's Environmental Projects Lead prior to the start of any sampling events taking place at the HB Tailings Storage Facility. In addition, the Consultant must abide by the *Mines Act* at all times, while on the tailings facility site. This includes sending a text message to the Environmental Projects Lead when arriving at and leaving the site, and every 2.5 hours while at the site.

Within 2 weeks of the execution of the contract, the successful proponent will be asked to provide a Health & Safety Plan that includes a working alone policy.

2.6 CONSULTANT EQUIPMENT

If repairs are required on the Consultant's equipment due to the actions of the Consultant, the full costs for repair will be borne by the Consultant.

2.7 PERSONNEL

The Consultant will, at all times during the term of this Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Consultant. The Supervisor will represent the Consultant in the performance of the Work, and directions given to them by the RDCK will be held to have been given to the Consultant. Contact information for the Supervisor will be given to the RDCK, and the Supervisor must respond promptly to all requests by the RDCK.

The Consultant must employ properly qualified personnel to carry out the Work. The Consultant acknowledges that its employees, agents and sub-contractors may come into contact with the public in the execution of this Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under this Contract must conduct themselves in a courteous and polite manner towards the public.

2.8 CONSULTANT'S CONTROL OF THE WORK

The Consultant will have complete control of the Work and must effectively direct and supervise the Work using their best skill and attention. The Consultant will be solely responsible for all means, methods, techniques, sequences and procedures required for the execution of the Work and for coordinating all parts of the Work under the Contract.

2.9 OPTIONAL ITEM: LABORATORY SERVICES

The RDCK has the capacity to set up a separate contract with an accredited laboratory for the required analyses in the EMPs, to reduce carrying costs for lab fees for the Consultant between sampling and being paid by the RDCK. However, if the Consultant has agreements in place with a laboratory and can carry the cost of lab fees, the Consultant may, if desired, provide costing for laboratory analysis services as an optional part of their Proposal. The Consultant's lab(s) of choice must be fully accredited and able to provide all analyses outlined in each site's EMP.

If the Proponent wishes to provide costing for laboratory services, costs for each parameter or package, details on mark-up, and rates for rushed turnaround times shall be outlined separately from the other

components of the detailed cost breakdown of the Proposal that is outlined in Section 3.2.2.c. The format of providing this costing information is at the discretion of the Consultant.

If the Consultants preference is for the RDCK to set up a separate laboratory contract, this should also be outlined in the Consultants Proposal.

SCHEDULE B – CONTRACT PAYMENT TERMS

1 Total budget shall not exceed \$[Amount] (excluding GST).

2 Invoices to be submitted Choose Billing Option.

The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **YYYY-##-DEPT_CONTRACTOR_NAME**

GL Codes: Account: 54030

Site WorkOrder:

OPR152-100	Crawford Bay transfer station
OPR298-101	Creston Landfill
OPR642-100	Creston Compost Facility
OPR152-100	Destiny Bay transfer station
OPR296-101	Central Landfill
OPR643-100	Central Compost Facility
OPR303-101	Grohman Narrows Transfer Station
OPR417-302	HB Tailings Facility
OPR304-101	Ootischenia Landfill
OPR302-101	Nakusp Landfill
OPR307-101	Slocan transfer station

Invoices should be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.

3 Invoices to be paid on net 30 day term.

4 GST (if applicable) shall be listed as a separate line item on all invoices.

5 All invoices for work performed in the calendar year shall be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc, no later than January 10th of the following year.

SCHEDULE B – SUPPORTING DOCUMENTATION

APPENDIX A – EMPs

APPENDIX B – OCs and Permits

APPENDIX C – Central LF Annual EMP Report

APPENDIX D – Cost Schedules 2024