



REQUEST FOR PROPOSALS No. 25-022

**Greater Nanaimo Pollution Control Centre
Receiving Environment Monitoring Program**

ISSUED: April 1, 2025

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 p.m. (15:00 hrs) Local Time on April 30, 2025

Submissions and questions shall be directed to:
Shelley Norum, Wastewater Program Coordinator; snorum@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proposals will not be opened in public

1) Instructions to Proponents

1.1 Closing Date/Time

Submissions must be received on or before 3:00 p.m. (15:00 hrs), Local Time, on April 30, 2025.

1.2 Submission Method

Submissions must be made:

- By Email to this electronic address: snorum@rdn.bc.ca.
- In PDF format with “25-022 Greater Nanaimo Pollution Control Centre Receiving Environment Monitoring Program” as the subject line.

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

1.3 Amendment to Proposals

Proposals may be amended in writing and sent via email to the Regional District of Nanaimo (RDN) contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.4 Addenda and Questions & Answers

If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid (www.bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.5 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

1.6 Unsuccessful Vendors

The RDN will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

2) Introduction

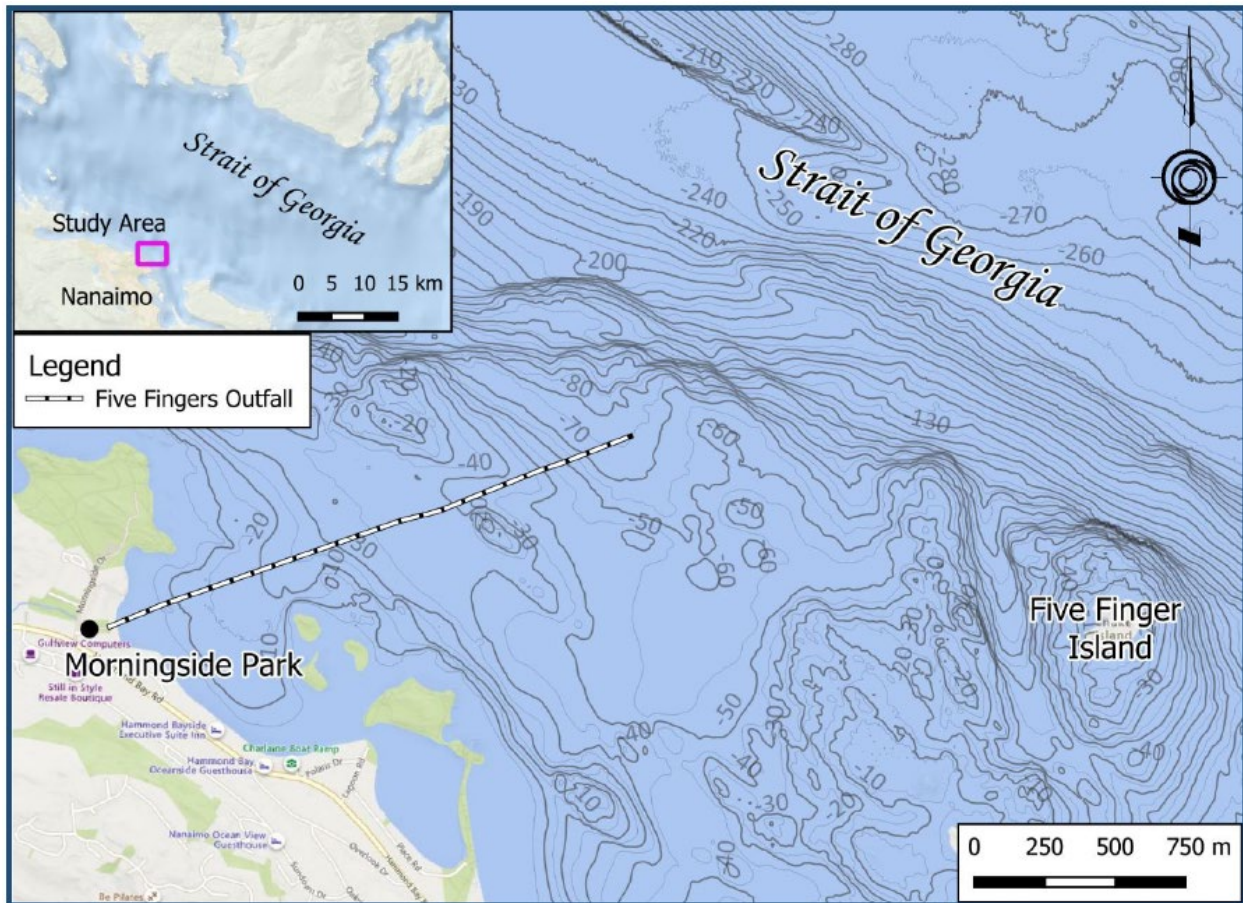
The purpose of this Request for Proposals (RFP) is to solicit submissions from experienced and qualified firms to perform the Receiving Environment Monitoring (REM) Program for the Greater Nanaimo Pollution Control Centre (GNPCC) marine outfall.

3) Background

GNPCC, located at 4600 Hammond Bay Road, Nanaimo, British Columbia, currently provides municipal wastewater treatment for about 108,000 people and businesses in the City of Nanaimo and District of Lantzville, and for the Snuneymuxw First Nation. GNPCC also treats trucked waste from rural homes with septic systems and holding tanks.

GNPCC provides primary and, since 2020, secondary treatment. In 2024, GNPCC discharged an average daily flow of 35,239 m³/day of treated effluent to the Strait of Georgia. The outfall extends 2,030 m offshore from Morningside Park and terminates at a depth of 75 m (chart datum), in the area west of Five Finger Island. The outfall and detailed seabed bathymetry in the study area are shown in Figure 1.

Figure 1. Outfall and Detailed Seabed Bathymetry in the Receiving Environment Monitoring Study Area



3.1 Operating Permit and Liquid Waste Management Plan

The operation of GNPCC is regulated by Environmental Management Permit No. PE00338. The RDN started, but has not completed, discussions with the Ministry of Environment and Parks to replace the permit with an operational certificate. The permit is appended to the [GNPCC 2024 Annual Report](#), which is available on the RDN website.

Additionally, the RDN has a Liquid Waste Management Plan that was approved by the Province in 2014. A request to amend the LWMP was submitted in December 2023 and the RDN has not received a decision on this request. More information on the LWMP Amendment is available on the [Get Involved RDN page](#).

3.2 Reference Material

The RDN has a revised REM program for GNPCC, provided in **Attachment 1** (GreatPacific 2024). Tasks distributed over a three-year cycle include water quality monitoring, sediment/benthic community sampling, and bioaccumulation analysis. The revised REM program considers new provincial marine monitoring guidelines¹ and a recent survey that looked for glass sponges in the study area. As a result of the survey, two historic sediment and benthic stations were relocated to avoid habitat required by reef complex-forming sponge species.

Past monitoring programs collected information from the receiving environment before secondary treatment was commissioned at GNPCC and are available on the RDN cloud site at:

<https://cloud.rdn.bc.ca/s/MiPi6r7SyTPp4sM>.

A summary of GNPCC flow and effluent water quality is summarized on the RDN website in the [GNPCC 2024 Annual Report](#).

4) Scope of Services

The scope of services includes completing one three-year REM cycle, based on the REM Program in Attachment 1. The schedule for the field program of the three-year cycle is as follows:

- **Year 1:** summer 2025 and winter 2025/2026.
- **Year 2:** summer 2026 and winter 2026/2027.
- **Year 3:** summer 2027 and winter 2027/2028.

Potential changes to the REM program that result from an operational certificate or LWMP Amendment are outside the scope of this RFP.

The maximum budget for services received in 2025 is \$200,000 + GST.

¹ LGL Limited Environmental Research Associates and Ministry of Environment & Climate Change Strategy, 2019. [Marine Monitoring Guidance](#).

4.1 Deliverables and Outcomes

The scope of services includes the following tasks:

- Attending a project start-up meeting. This meeting may be virtual or in person, at the Contractor's discretion.
- Reviewing relevant reference material, listed in Section 3.1.
- Liaising with RDN laboratory staff to coordinate the timing of field sample collection with the collection of effluent samples at GNPCC.
- Completing the REM field program.
- Laboratory analysis of the samples collected in the field program, with adequate detection limits to interpret the data and compare the results to applicable water and sediment quality guidelines.
- Presenting annual results of the field program and laboratory analysis to the Liquid Waste Management Plan Monitoring Committee at the RDN office on Hammond Bay Road.
- Responding to inquiries and requests for information from the RDN.
- Producing annual reports signed by a Qualified Professional. Note, the reports will follow the reporting outline described in Attachment 1 and are due three months after completing the winter field program. The reports shall include the original laboratory data as appendices.
- Providing summary data (e.g., Excel spreadsheets), as requested by the RDN.

4.2 Regulatory Compliance

In addition to meeting all the requirements listed in the Scope of Services, the work must also be completed in accordance with all other applicable federal, provincial, and local government enactments and standards. The Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and Occupational Health and Safety Regulation in performance of the Services. The Contractor represents and warrants to the RDN that it follows all requirements of the *Workers Compensation Act*, including those related to registration and payment of assessments. The Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.

4.3 Environmental Management System

The Contractor must comply with environmental requirements of the RDN Wastewater Services Environmental Management System, certified to the ISO 14001:2015 standard. These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Proponent. This package can be found on the RDN website at: rdn.bc.ca/wastewater-contractor-supplier.

4.4 Prime Contractor

If the field program creates a multi-employer work site and the Contractor is designated as the Prime Contractor, the Contractor shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) *Workers Compensation Act (BC)*, Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

5) Proposal Submission

Proposals submitted should be in enough detail for the RDN to determine the Proponent's qualifications and capabilities from the documents received, and submissions should be minimum 11-point font and not be more than twenty (20) pages in length, excluding title page, letter of introduction, table of contents, Safety Program, project data sheets, resumes and appendices.

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, it should be structured as follows:

Title Page

- Showing the closing date and time, Proponent name, address, and contact persons.

Letter of Introduction

- One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of the Proponent, indicating agreement by the Proponent to statements made in their Proposal, and to the RFP terms and conditions.

Table of Contents

- Include page numbers.

Executive Summary

Section 1: Proponent's Profile, Experience, and Qualifications

The expectations for this component are for the Proponent to demonstrate that the firms' organization and proposed team, including sub-consultants and specialists, have the necessary technical and managerial background and experience to carry out the requirements of this project.

- Describe the company profile, office location, history, and expertise. Include a statement of your Firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard.
- Provide a short description of the Firm's experience on programs of similar size and nature.
- Briefly describe key personnel and their experience performing activities of the REM Program.
- List of all subcontractors and subconsultants, including their roles, expertise, qualifications, and experience on programs of similar size and nature.

- Indicate ISO certifications held, if any, by the laboratory used to analyze samples collected in the field program.
- Include a CV/resume of the Project Manager and key individuals of the project team, including subconsultants and specialists.
- Include a list of three (3) similar projects completed by the Proponent including details of which projects were undertaken by members of the proposed project team.
- Demonstrate your firm has the capacity to complete the REM program within the scope, budget and timelines outlined.

Section 2: Program Background, Work Plan, and Schedule

The expectations for this component are or the Proponent to clearly demonstrate the firm's understanding of the scope of services and key issues.

- Outline the firm's approach to address scope of services and strategy to manage key issues.
- Clearly outline the monitoring schedule; *in situ* and analytical parameters; and sampling locations and depths.
- Identify quality assurance and quality control measures and applicable guidelines.
- Include a work breakdown structure.
- Identify timeline, milestones, and deliverables.
- Briefly summarize your Firm's commitment and approach to environmental and safety standards.
- Include a Safety Program. If there is potential a multi-employer work site, and the Proponent is qualified to take on the role of Prime Contractor, the Safety Program should include systems to: communicate with other employers, identify and control hazards, review other employers' safety programs, and coordinate activities to ensure safety.
- Identify any proposed variations to the scope of work. Highlight the benefits and/or cost savings from varying the Scope of Service. The RDN reserves the right to accept or reject any or all of the proposed variations.

Section 3: Project Management

The Proponent should provide a clear and concise description of their Project Management Plan with sufficient content and detail that describes how they intend to document, monitor and control the project. This should include a description of contingency plans to overcome fieldwork challenges (i.e., weather, equipment performance). Specific detail should be provided that demonstrates how the Proponent will control the scope, schedule and consulting costs. The Proponent should also describe their approach to Risk Management including identification of Project Specific Risks, evaluation of risks, mitigation and monitoring of risks.

Section 4: Rates

Proponents should provide a workforce matrix which identifies all personnel including sub-consultants to be utilized on the project, each charge out rate, and number of hours each will be involved in each of the work activities from the Proponent's Scope of Services, and total fee for each person and each activity.

Disbursements shall also be broken down and shown by work activity. Also provide subtotals by hours and by fees for each firm involved.

Disbursements: All reasonable and proper expenses incurred by the Proponent shall be reimbursed under this item. Travel disbursements for out-of-town personnel shall be quoted on the most economical travel methods. Travel time shall be included in work activities (no additional payment will be made for travel time as part of disbursements).

Transfer the total fees from the workforce matrix into the following fixed fee format:

Year	Professional Fees	Disbursements	Total
Year 1			
Year 2			
Year 3			
TOTAL FIXED FEE			

Pricing shall be in Canadian dollars, before GST.

Professional Fees are to include the cost of all sub-consultants.

The Consultant shall not exceed the Total Fixed Fee. Scope changes requiring fees beyond the total fixed fee must be authorized by the RDN before work begins on the additional work. Scope changes will only be authorized by a formal Change Order signed by the RDN and the Consultant.

6) Proposal Evaluation

The evaluation team, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

- Proposals will be evaluated on the following basis 60% Technical, 40% Financial. The lowest total fixed fee will receive full financial marks. Other proposals will receive reduced financial scores based on the proportion higher than the lowest price. i.e., $\text{Score} = \text{Min Cost} / \text{Cost} \times \text{Fee Points}$.
- The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.
- The evaluation team may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the

RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

- The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation team may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

7) Proposed Purchase Contract

The RDN's preferred form of Contract is attached in **Attachment 2**. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

8) General Conditions

8.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

8.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

8.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion to cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

8.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

8.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

8.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- a) any other contract for works or services; or
- b) any matter arising from the RDN's exercise of its powers, duties, or functions under the *Local Government Act*, *Community Charter* or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

8.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

8.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

8.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

Attachment 1

GNPCC Receiving Environment Monitoring Program

GreatPacific 2024

December 11, 2024

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC

Attention: Ms. Shelley Norum, R.P.Bio.

RE: GNPCC – Receiving Environment Monitoring Program 2023 Update

1 Introduction

The recommended ongoing REMP program is outlined in the following sections. The proposed program includes collection and analysis of water, sediment, and biological parameters.

1.1 Fields Sampling and Laboratory Laboratory Analysis

Sampling is to be carried out in accordance with the procedures described in the "*British Columbia Field Sampling Manual for Continuous Monitoring and the Collection of Air, Air-Emission, Water, Wastewater, Soil, Sediment, and Biological Samples, 2013 Edition (Permittee)*" (ENV 2013) or most recent edition, or by alternative procedures as authorized by the Ministry of Environment and Climate Change Strategy.

All analysis is to be completed by a qualified laboratory as defined under the Environmental Data Quality Assurance Regulation, and analysis shall be carried out in accordance with procedures described in the "*British Columbia Environmental Laboratory Manual*" (ENV 2023a) or the most recent edition or by alternative procedures as authorized by the director.

The detection limits of the analytes need to be sufficient to adequately assess monitoring results with respect to applicable water quality guidelines, including but not limited to the most recent versions of:

- BC Approved Water & Sediment Quality Guidelines: Aquatic Life
- BC Working Water and Sediment Quality Guidelines
- Canadian Environmental Quality Guidelines
- Guidelines for Canadian Recreational Water Quality

1.2 Effluent and Water Quality Monitoring

1.2.1 Monitoring Schedule

Water quality monitoring will be completed on a bi-annual basis. Water quality monitoring will occur in two seasons each year (Summer and Winter). During each season, to allow for comparison to applicable Water Quality Guidelines (WQGs), receiving environment monitoring must include five rounds of samples, taken weekly and collected within 30 consecutive days (5 in 30).

Specific parameters are described in section 1.2.3 Effluent and receiving environment samples shall be collected concurrently.

1.2.2 Sampling Stations

Water column profiles and water quality samples will be collected at the outfall terminus, boundary of the initial dilution zone (IDZ) and at locations of receptors of interest. The coordinates of the water quality monitoring stations and the water sampling depths are outlined in Table 1 and are shown on Figure 1.

Table 1 Water Quality Sampling Stations and Water Sampling Depth

Group	Station	Latitude	Longitude	Water Sample Depth
Stations sampled during all sampling events				
Effluent	Effluent	WWTP		n/a
Reference	Reference	49°15'24.6" N	123°61'01.4" W	1 m, 20 m, & 55* m
Receptor	R-1	49°14'16.6" N	123°58'11.6" W	1 m, 20 m
	R-2	49°14'14.2" N	123°56'55.4" W	
	R-3	49°13'35.9" N	123°56'40.8" W	
	R-4	49°13'10.7" N	123°53'32.4" W	
	R-5	49°14'43.7"N	123°59'36.5"W	
	R-6	49°15'1.5"N	124°0'43.6"W	
Terminus and IDZ	Term	49°14'12.4" N	123°56'25.3" W	Surface: 1 m Trapping Depth: Winter: 55,60,65 m Summer: 47,57,67 m Bottom: 1 m above
	IDZ-1	49°14'14.2" N	123°56'18.3" W	
	IDZ-2	49°14'11.7" N	123°56'18.4" W	
	IDZ-3	49°14'10.0" N	123°56'21.2" W	
	IDZ-5	49°14'13.2" N	123°56'32.0" W	
	IDZ-6	49°14'14.9" N	123°56'29.3" W	

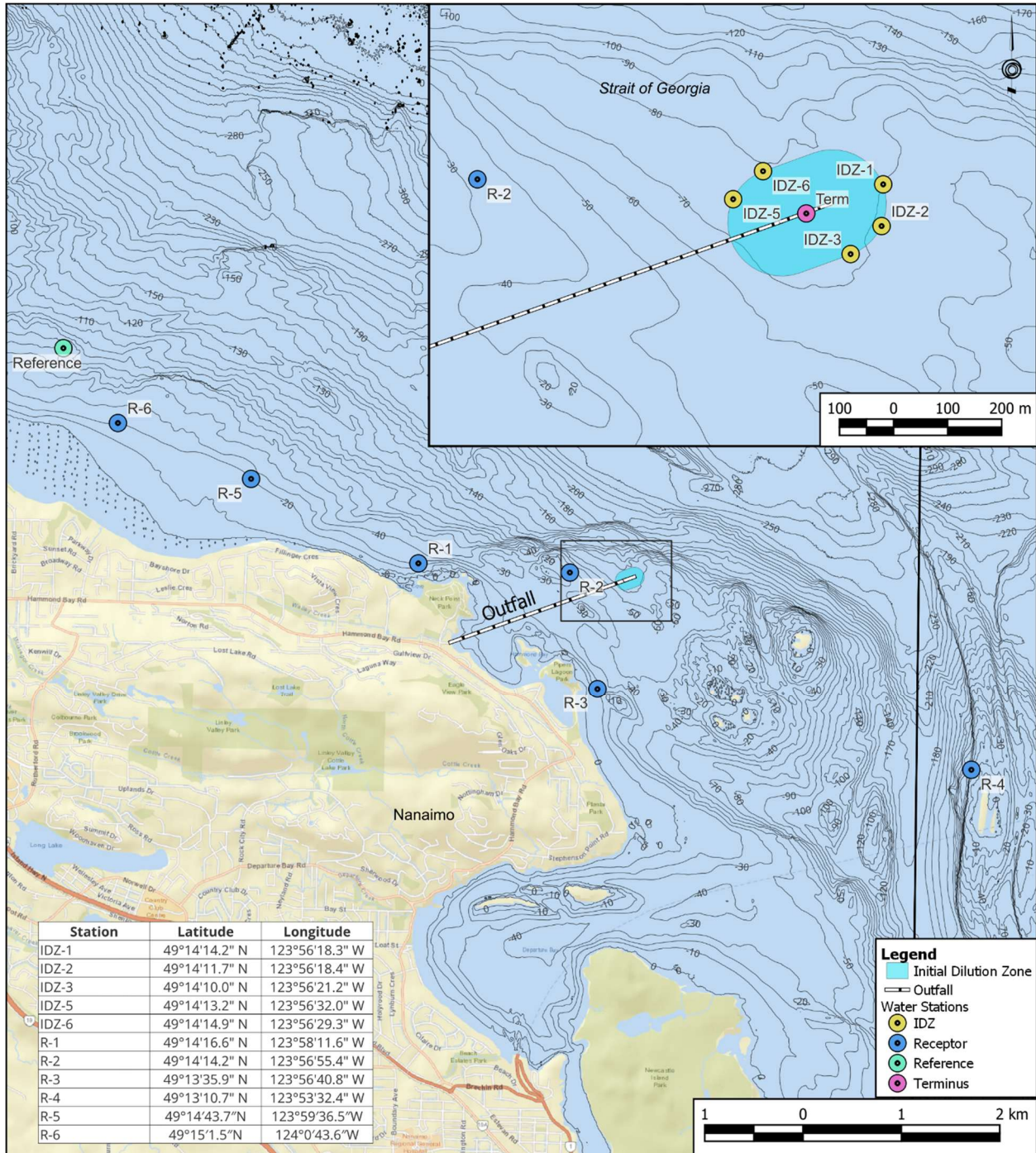


Figure 1 Water Quality Stations

Image source: (Esri, 2023) Bathymetry Contours (CHS 2022)

1.2.3 Water Quality Parameters

The tasks to be completed during each monitoring event include:

- The collection of *in situ* water column profiles at the terminus and IDZ stations. Parameters to be measured *in situ* are listed in Table 2;
- The collection of water quality samples for laboratory analyses at the stations and depths listed in Table 2.
- Total metal analysis shall be sampled as per Table 3.

The trapping depth is defined as the depth with the highest measured fecal coliform count. The trapping depth is to be determined for each station on each sampling date. When the trapping depth is indeterminate at an individual station, the trapping depth shall be the mode (most frequent value) from the other Terminus and IDZ stations. If the trapping depth is indeterminate at all stations, the trapping depth will be 60m in the winter and 57m in the summer.

Table 2 Water Quality Parameters and Sample Locations (Collected During Water Quality REMP)

Group	Analyte	Locations	Depths
In-Situ Water Column Profiles	• pH	Reference, Terminus, & IDZ	Vertical Profile
	• Temperature		
	• Salinity		
	• Turbidity		
	• Dissolved Oxygen		
Laboratory Analysis (Microbiology)	• Fecal Coliform	All Stations (Effluent, Reference, Receptor, Terminus, & IDZ)	All Depths (See Table 1)
	• <i>Enterococcus</i>		
Laboratory Analysis (Conventional Parameters)	• Total Ammonia (N)	Effluent, Reference, Terminus, & IDZ	Surface, Trapping Depth

Table 3 Total Metals Sample Locations (Collected During Water Quality REMP)

Group	Locations	Depths	
Laboratory Analysis (Conventional Parameters)	Effluent	n/a	Biannual 5in 30
	Reference, Terminus, & IDZ ³	Surface, Trapping Depth	Biannual 5in 30 (Every 3 years) and within the first two years of the program.

1.2.4 Effluent Sampling

Effluent samples for flow, conventional, microbiology and total metals should be collected on the same day as receiving water quality samples (i.e., five samples in 30 days). The samples should be analysed for all parameters monitored in the receiving environment Table 4.

In support of the sediment and tissue sampling it is recommended that the RDN monitor effluent for the organic parameters listed in Table 4. A minimum of two 24-hour composite samples should be collected biannually approximately six months apart.

Table 4 Recommended Routine Effluent Monitoring During REMP

Parameter		Type & Frequency
Flow		Daily Total
Conventional	cBOD ₅	24-hour composite (Biannual 5 in 30)
	TSS	
	Total Ammonia (Nitrogen)&	
Microbiology	<i>Enterococci</i>	Grab Sample (biannual 5 in30)
	Fecal Coliform	
Total Metals	Total Metals	24-hour composite (biannual 5 in30)
Organic Parameters	Polychlorinated Biphenyls (Total PCBs)	24-hour composite (biannual)
	Polybrominated Diphenyl Ethers (PBDE)	
	Polycyclic Aromatic Hydrocarbons (PAHs)	
	Alkylphenols	
	Volatile Organic Compounds (VOCs); and	
	Phenols	

1.2.5 Quality Control

Quality control samples shall be collected and analysed in accordance with the BC field sampling manual. These may include blank and replicate samples.

1.3 Sediment and Benthic Community Sampling

1.3.1 Monitoring Schedule

Sediment collection is to be completed at minimum once every five years.

The last sediment monitoring occurred in 2017, it is recommended that sediment monitoring should be carried out, and then every five years thereafter.

1.3.2 Sampling Stations

The coordinates of the sediment and benthic community monitoring stations are outlined in Table 5 and are shown on Figure 2.

Note, numbering convention for the stations was adopted from prior outfall monitoring studies previously discussed in the EIS and REM scoping reports (GreatPacific 2015 & 2016) and the results of a glass sponge survey (GreatPacific 2024) to facilitate future data comparisons with historic data.

Table 5 Sediment and Benthic Community Sampling Stations

Station	Description	Latitude	Longitude
1	55 m	49°14' 04.4"	123°56' 34.2"
6	72 m	49°14' 14.1"	123°55' 59.4"
7	67 m	49°14' 02.9"	123°55' 45.7"
9	107 m	49°14' 07.1"	123°55' 21.7"
19	67 m	49°14' 09.7"	123°56' 17.8"
23	77 m	49°14' 16.2"	123°56' 35.3"
37	56 m	49°13' 47.2"	123°56' 15.8"
38	65 m	49°13' 32.4"	123°54' 50.1"
39	58 m	49°14' 32.5"	123°58' 46.4"
41	118 m	49°14' 21.6"	123°56' 20.4"
42	63 m	49°14' 14.3"	123°56' 44.9"

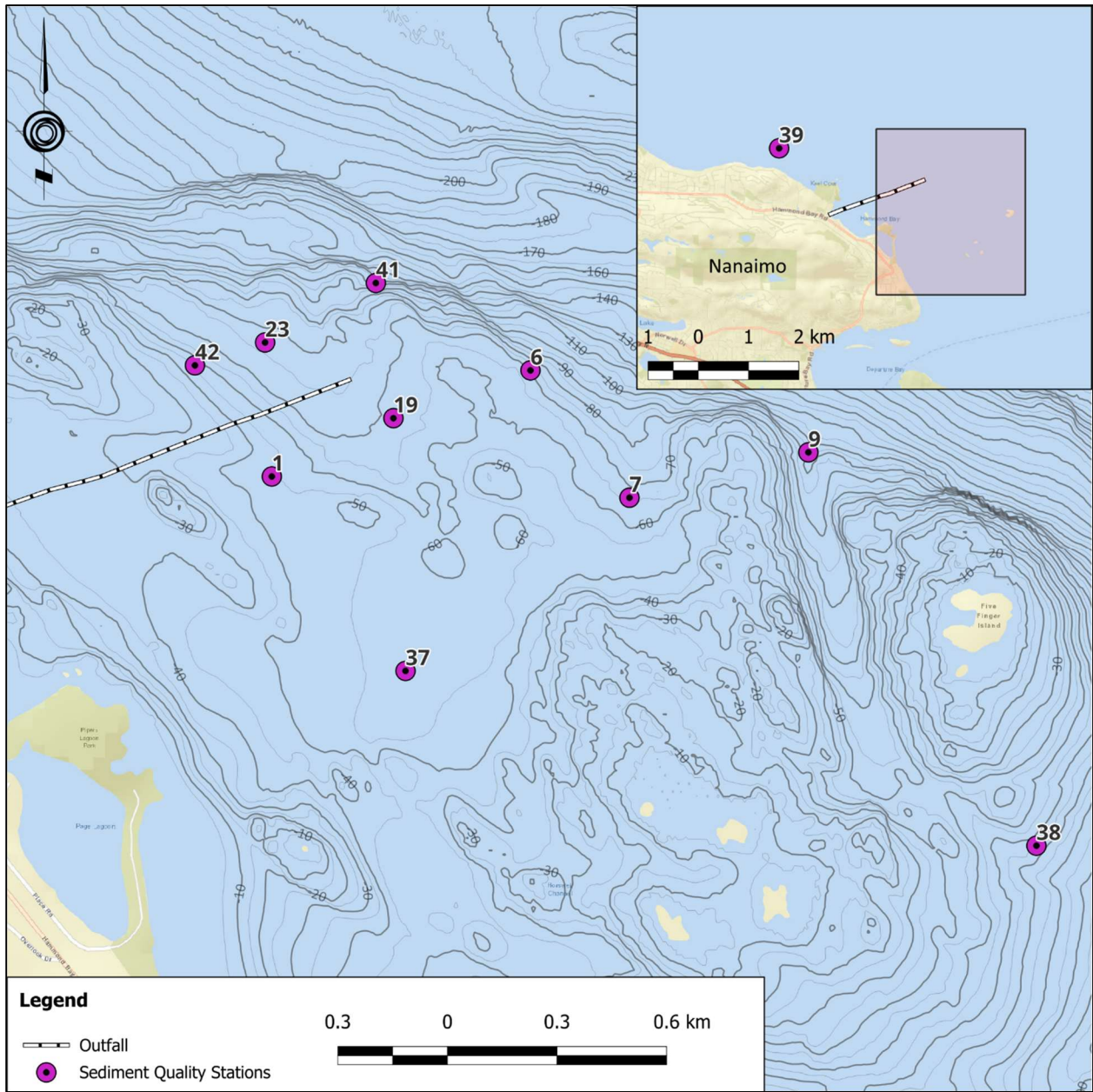


Figure 2 Sediment Sampling Stations

Image source: (Esri, 2023) Bathymetry Contours (CHS 2022)

1.3.3 Sample Collection Methods

Sample methods should be consistent with Puget Sound Quality Assurance Monitoring Plan (QAMP) monitoring protocols. Details of the Puget Sound Sediment Monitoring Program protocols are included

in the QAMP (Marine Sediment Monitoring Team, 2023) and Standard Operating Procedures for Obtaining Marine Sediment Samples (Dutch et al., 2018).

In general, samples will be collected using a 0.1 m² Van Veen grab sampler. A total of six individual replicates (grabs) will be collected from each station. Three replicates are required for sediment chemistry analysis and three replicates are required for benthic community analysis.

Grab samples raised to the surface will be visually inspected for acceptability. Field observations and photographs of the sample will be recorded. Rejected samples will be discarded overboard away from the target location.

Sediment chemistry samples will be collected from the top two to three centimeters of sediment from acceptable Van Veen grabs. Sediment chemistry grab samples will be collected from a single Van Veen grab and transferred directly to appropriate sample containers for analysis. A sediment composite sample will be prepared from the three chemistry Van Veen grabs as described in the Washington State guidance documents.

The three (3) benthic community replicates will be processed individually. The entire volume of the individual grab will be placed in a tote for field processing as described in the *Field Procedures for Benthic Invertebrates*. The replicates can be subsampled by processing a quarter of the volume.

1.3.4 Sediment Chemistry Parameters

Sediment chemistry parameters and target detection limits are summarized in Table 6 and Table 7. The detection limits of the analytes should be sufficient to adequately assess monitoring results with respect to applicable sediment quality guidelines. Applicable guidelines presently include:

- BC Approved and Working Sediment Quality Guidelines (BCSQG; (ENV 2023b, ENV 2021)
- Canadian Sediment Quality Guidelines for the Protection of Aquatic Life (CCME; CCME 2023)
- Federal Environmental Quality Guidelines (FEQG; Government of Canada, n.d.)

Table 6 Sediment Chemistry Parameters – Conventional and Metals

Category	Comp. / Grab	Analyte/Target	Applicable Guideline
Conventional	Comp.	Total Organic Carbon	n/a
	Comp.	Total Inorganic Carbon	n/a
	Comp.	Total Organic Nitrogen	n/a
	Comp.	C/N isotopes	n/a
	Grab	Acid Volatile Sulfides	n/a
	Comp.	pH	n/a
Conventional (Granulometry)	Comp.	Gravel (>2.00 mm)	n/a
		Very Coarse Sand (<2.00 to 1.00mm)	
		Coarse Sand (<1.00 to 0.500 mm)	
		Fine Sand (<0.250 to 0.125 mm)	
		Very Fine Sand (<0.125 to 0.0625)	

		Coarse Silt (<0.0625 to 0.0312 mm)	
		Medium Silt (<0.0312 to 0.0156 mm)	
		Medium Sand (<0.500 to 0.250 mm)	
		Fine Silt (<0.0156 to 0.0078 mm)	
		Very Fine Silt (<0.0156 to 0.0078 mm)	
		Clay (<0.0039 mm)	
Metals	Comp.	Arsenic	BCSQG, CCME
		Cadmium	
		Chromium	
		Cobalt	
		Copper	
		Iron	
		Lead	
		Manganese	
		Mercury	
		Nickel	
		Selenium	
		Silver	
		Vanadium	
		Zinc	
Organic Mercury compounds			

Table 7 Sediment Monitoring Parameters – Organics

Category	Comp. / Grab	Analyte/Target	Applicable Guideline
Polychlorinated Biphenyl (Total PCBs)	Comp.	PCB (Total)	BCSQG, CCME
		209 congeners	
Polybrominated Diphenyl Ethers (PBDEs)	Comp.	TriBDE (Total)	FEQG
		TeBDE (Total)	
		PeBDE (Total)	
		BDE-99	
		BDE-100	
		HxBDE (Total)	
		OcBDE (Total)	
		DeBDE (Total)	
Polycyclic Aromatic Hydrocarbon (PAHs)	Comp.	Acenaphthene	BCSQG, CCME
		Acenaphthylene	
		Acridine	
		Anthracene	
		Benzo(a)anthracene	
		Benzo(a)pyrene	
		Benzo(b)fluoranthene	
		Benzo(g,h,i)perylene	
		Benzo(k) fluoranthene	
		Chrysene	

Category	Comp. / Grab	Analyte/Target	Applicable Guideline
		Dibenz(a,h)anthracene	
		Fluoranthene	
		Fluorene	
		Indeno(1,2,3-c,d)pyrene	
		2-Methylnaphthalene	
		Naphthalene	
		Phenanthrene	
		Pyrene	
Alkylphenols	Comp.	4-Nonylphenol	CCME
		Nonylphenol monoethoxylate (NP1EO)	
		Nonylphenol diethoxylate (NP2EO)	
		Octylphenols (OP)	
Volatile Organic Compounds	Comp.	Carbon tetrachloride	BCSQG
		Chlorobenzene	
		Chloroethane	
		Chloroform	
		Chloromethane	
		Dibromochloromethane	
		Dichlorobenzene, 1,2-	
		Dichlorobenzene, 1,3-	
		Dichlorobenzene, 1,4-	
		Dichloroethane, 1,1-	
		Dichloroethane, 1,2-	
		Dichloroethylene, 1,1-	
		Dichloroethylene, cis-1,2-	
		Dichloroethylene, trans-1,2-	
		Dichloromethane	
		Dichloropropane, 1,2-	
		Dichloropropylene, cis+trans-1,3-	
		Dichloropropylene, cis-1,3-	
		Dichloropropylene, trans-1,3-	
		Ethylbenzene	
		Methyl-tert-butyl ether [MTBE]	
		Styrene	
		Tetrachloroethane, 1,1,1,2-	
		Tetrachloroethane, 1,1,2,2-	
Tetrachloroethylene			
Toluene			
Trichloroethane, 1,1,1-			
Trichloroethane, 1,1,2-			
Trichloroethylene			
Trichlorofluoromethane			
Vinyl chloride			

Category	Comp. / Grab	Analyte/Target	Applicable Guideline
		Xylene, m+p-	
		Xylene, o-	
		Xylenes, total	
		Benzene	
		Bromodichloromethane	
		Bromoform	
		BTEX, total	
		Trihalomethanes [THMs], total	
		BTEX+Styrene, total	
		Difluorobenzene, 1,4-	
		Bromofluorobenzene, 4-	
		Phenols	

1.3.5 Sediment Chemistry QA/QC

Sample collection, handling, and laboratory analytical methods should be consistent with the Puget Sound Sediment Monitoring program. Protocols are outlined in the Quality Assurance Monitoring Plan for the Puget Sound Sediment Monitoring Program (Marine Sediment Monitoring Team, 2023).

Replicates

One station will be sampled in duplicate (i.e., three additional replicates) and analyzed for sediment chemistry parameters. The station location will be selected at random prior to the commencement of the monitoring program.

Data Handling

Raw data handling and data processing procedures are described in the Quality Assurance Monitoring Plan for the Puget Sound Sediment Monitoring Program (Marine Sediment Monitoring Team, 2023).

1.3.6 Benthic Community Taxonomy

Benthic community samples shall be analyzed by a qualified marine taxonomic specialist. The analysis shall include:

- species identification for all organisms;
- wet weight biomass for three size classes per species;
- trophic classification;
- reference collection; and,
- external verifications.

Laboratory procedures including QA/QC are detailed in the QAMP reference document (Marine Sediment Monitoring Team, 2023).

1.4 Bioaccumulation

Tissue samples will be collected from three stations for bioaccumulation analysis.

1.4.1 Bioaccumulation Schedule

Bioaccumulation sample collection is to be completed at minimum once every five years. The last monitoring occurred in 2017, it is recommended that sediment monitoring should be carried out, and then every five years thereafter.

1.4.2 Bioaccumulation Stations

Tissue samples will be collected from a minimum of four stations targeting sessile species. The stations will include:

- one intertidal station (mussel tissue), Five Fingers Island should be considered;
- one intertidal reference station (mussel tissue)
- one high exposure, subtidal benthic community station selected based on results of the 2017 sediment sampling program; and,
- one reference station for benthic community.

The proposed stations are outlined in Table 8 and included in Figure 3.

Table 8 Bioaccumulation Sampling Stations

Station	Description	Latitude	Longitude
B39	Benthic Infauna	49°14' 32.5" N	123°58' 46.3"
B19	Benthic Infauna	49°14' 09.7"	123°56' 17.8"
M-2	Mussel	49°11' 54.1"	123°55' 28.0"
M-3	Mussel	49°13' 49.5"	123°55' 00.7"

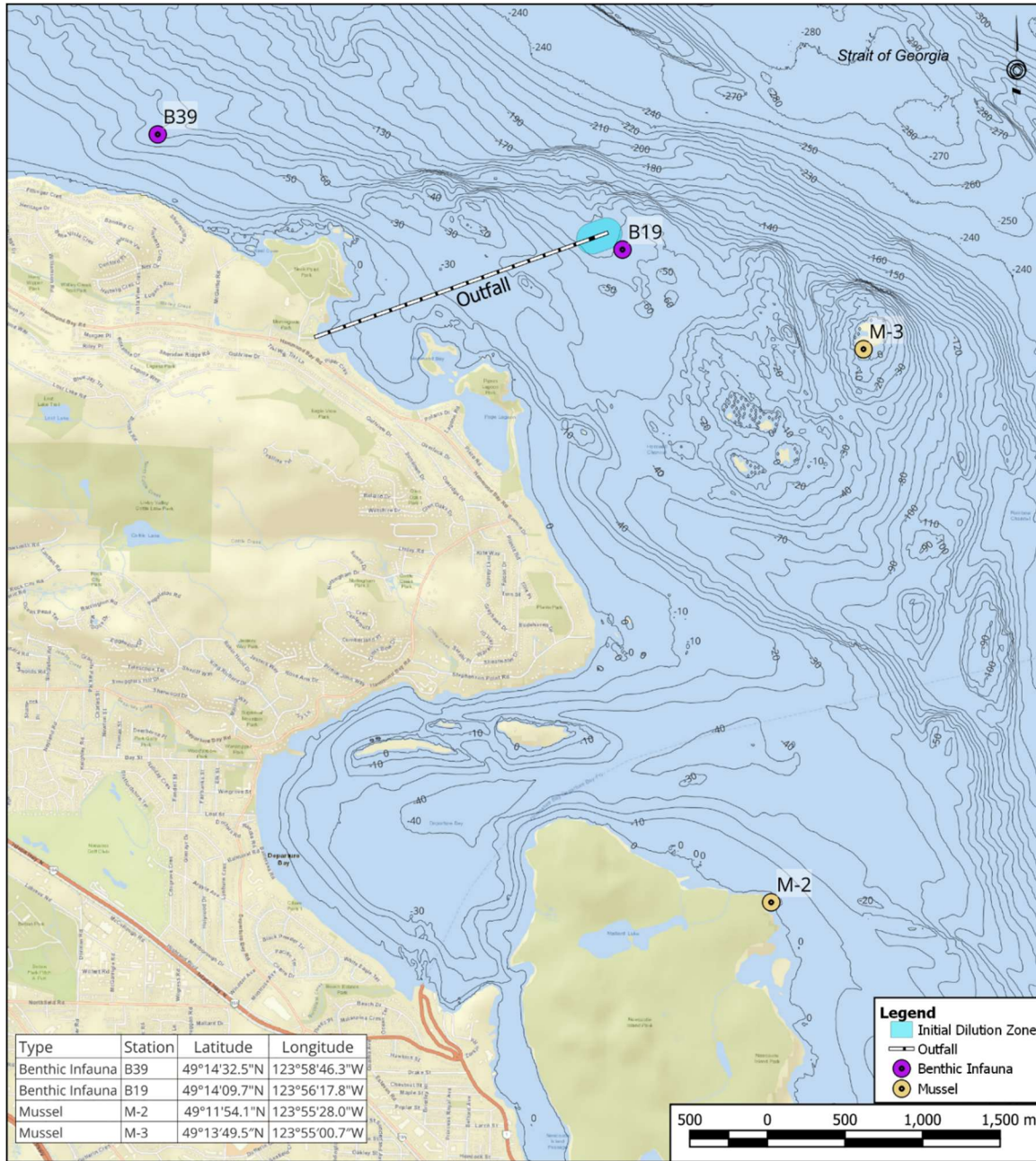


Figure 3 Bioaccumulation Sampling Stations

Image source: (ESRI, 2023) Bathymetry Contours (Canadian Hydrographic Service (CHS), 2022)

1.4.3 Methods

A cross section of organisms will be targeted for tissue samples collected from the sediment chemistry / benthic community stations (polychaetes with emphasis on similar species among stations).

Sample collection methods for benthic organism tissue are similar to benthic community sampling protocols previously outlined, with the following exceptions:

- Clean sampling equipment and wash stations prior to sample collection. Rinse the sample totes with seawater, then a mild hydrochloric acid (5%) solution before sample collection. Also rinse the screens and picking tools with HCL and acetone to remove any remaining organic material after each grab.
- Screen samples using seawater immediately after collection, as specimens can start to die and decompose within ~6 hours after collection, depending on the air temperature.
- Remove visible organisms using forceps and place on an acetone washed film of aluminum.
- Transfer samples to sample containers suitable for organic analysis (e.g., acetone rinsed glass jars with Teflon-coated lids).
- Store samples on ice while at sea, then freeze at the earliest opportunity.

Mussel tissue collection methods shall be consistent with Puget Sound Estuary Program guidelines (PSEP 1997), and similar species should be collected among stations.

1.4.4 Bioaccumulation Monitoring Parameters

Monitoring parameters are provided in Table 9 and Table 10.

Table 9 Bioaccumulation Monitoring Parameters – Total Metals

Category	Analyte/Target
Metals	Arsenic
	Cadmium
	Chromium
	Cobalt
	Copper
	Iron
	Lead
	Manganese
	Mercury
	Nickel
	Selenium
	Silver
	Vanadium
	Zinc
Methylmercury	

Table 10 Bioaccumulation Monitoring Parameters – Organics

Category	Analyte/Target
<i>Polychlorinated Biphenyl (Total)</i>	PCB (Total)
	209 congeners
<i>Polybrominated Diphenyl Ethers (PBDEs)</i>	TriBDE (Total)
	TeBDE (Total)
	PeBDE (Total)
	BDE-99
	BDE-100
	HxBDE (Total)
	OcBDE (Total)
	DeBDE (Total)
<i>Polycyclic aromatic hydrocarbon (PAHs)</i>	Acenaphthene
	Acenaphthylene
	Acridine
	Anthracene
	Benz(a)anthracene
	Benzo(a)pyrene
	Benzo(b)fluoranthene
	Benzo(g,h,i)perylene
	Benzo(k) fluoranthene
	Chrysene
	Dibenz(a,h)anthracene
	Fluoranthene
	Fluorene
	Indeno(1,2,3-c,d)pyrene
	2-Methylnaphthalene
	Naphthalene
	Phenanthrene
Pyrene	
<i>Alkylphenols</i>	4-nonylphenol
	Nonylphenol monoethoxylate (NP1EO)
	Nonylphenol diethoxylate (NP2EO)
	Octylphenols (OP)

1.5 Reporting

An annual report shall be prepared each year of the three-year program. The report shall include at a minimum;

- Methodology of sampling;
- Photos and observations of current, tide, and weather;
- Quality assurance and quality control results and interpretation;
- Tabulated field and analytical data;
- Statistics/calculations including (but not limited to):
 - 30-day average and maximum concentrations of total ammonia, and metals where applicable.
 - 90th percentile, 30-day geometric mean for micro bacterial indicators.
 - Spatial and temporal trend analysis.
 - Biological indices.
- Interpretation of the results with respect to applicable water and sediment quality guidelines;
- Assessment of both spatial and temporal trends in water quality, sediment quality and benthic community, and tissue quality, where applicable;
- Conclusions such as:
 - whether quality control objectives were achieved;
 - whether water and sediment quality guidelines for aquatic life and human health were achieved,
 - discussion of confounding factors that could have affected the results
- Recommendations such as modifications to the program design for future monitoring (e.g., changes to sampling protocols, number of stations and locations, and frequency).

2 Program Implementation

ENV guidance (ENV & LGL 2019) indicates REMP programs should be completed for at least 2 years to verify conditions, before considering adjustments to the program. Based on this premise, the water quality monitoring component should be completed for a minimum of two years, upon which time the following modifications may be implemented based on the following triggers.

1. **Trigger 1** All applicable water quality guidelines are maintained at the edge of the IDZ.

Modification 1 The frequency of sample collection at the reference, terminus and IDZ stations shall be reduced from biannually (5 in 30) to annually (5 in 30) in summer for in-situ water column profiles, microbiology and total ammonia (N). The frequency for total metals shall be reduced from biannually (5 in 30) once every 3 years, to annually (5 in 30) once every 3 years. Sample collection at receptor stations shall continue biannually (5 in 30).

and

The terminus station and two IDZ stations can be removed from the program. The two IDZ stations shall be selected based on the lowest geometric mean and 90th percentile fecal coliform concentrations for the preceding two years.

2. **Trigger 2** Concentrations of individual metals in the effluent (undiluted) exceed ten times their respective marine water quality guidelines.

Modification 2 Receiving environment monitoring for total metals shall be increased from biannually (5 in 30) once every 3 years, to biannually (5 in 30).

3. **Trigger 3** Concentrations of organic parameters (Table 4) in the effluent (undiluted) exceed ten times their respective marine water quality guidelines.

Modification 3 The organic parameter(s) triggered (per Trigger 3) shall be added to the receiving environment monitoring program. The sample stations, depth and frequency to be determined by a Qualified Professional.

The sediment and benthic monitoring components should be reviewed by a Qualified Professional following each monitoring event (i.e., every five years).

Any part of the monitoring program may be adjusted according to the recommendations of a Qualified Professional at any time.

3 References

- Canadian Hydrographic Service (CHS), 2022. Non-Navigational (NONNA) Bathymetric Data.
- CCME (Canadian Council of Ministers of the Environment), 2023. Canadian Sediment Quality Guidelines for the Protection of Aquatic Life.
- Dutch, M., Maloy, C., Weakland, S., 2018. Standard Operating Procedures for Obtaining Marine Sediment Samples.
- EC (Environment and Climate Change Canada), n.d. Federal Environmental Quality Guidelines (FEQGs), Federal Environmental Quality Guidelines.
- ENV & LGL (British Columbia Ministry of Environment and Climate Change Strategy, LGL Limited Environmental Associates), 2019. Marine Monitoring Guidance.
- ENV (British Columbia Ministry of Environment and Climate Change Strategy), 2023a. B.C. Environmental Laboratory Manual.
- ENV (British Columbia Ministry of Environment and Climate Change Strategy), 2023b. Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture - Guideline Summary, Water Quality Guideline Series, WQG-08 Prov. B.C. Victoria, B.C.
- ENV (British Columbia Ministry of Environment and Climate Change Strategy), 2021. Working Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture, Water Quality Guideline Series, WQG-08 Prov. B.C.
- ENV (British Columbia Ministry of Environment and Climate Change Strategy), 2013. B.C. Field Sampling Manual Part E: Water and Wastewater Sampling.
- Esri, 2023. ESRI Standard [WWW Document]. URL https://server.arcgisonline.com/ArcGIS/rest/services/World_Street_Map/MapServer/tile/%7Bz%7D/%7By%7D/%7Bx%7D
- Marine Sediment Monitoring Team, 2023. Quality Assurance Monitoring Plan: The 2023-2028 Puget Sound Sediment Monitoring Program (No. 23- 03–104). Washington State Department of Ecology, Olympia.
- PSEP (Puget Sound Estuary Program), 1997. Recommended guidelines for sampling marine sediment, water column, and tissue in Puget Sound., Prepared for U.S. Environmental Protection Agency Region 10, Seattle, WA and Puget Sound Water Quality Authority, Olympia, WA by King County Environmental.

Attachment 2

Consulting Services Agreement Template

**REGIONAL DISTRICT OF NANAIMO
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District" or "Client")

AND:

<VENDOR NAME>
<Street Address>
<City, Province>
<Postal Code>

(hereinafter called the "Consultant")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

1 Appointment

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

2 Term

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

3 Payment

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant unless pre-approved by the Regional District in writing.

4 Independent Consultant

The Consultant will be an independent Consultant and not the servant, employee, or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

5 Assignment and Sub-Consultants

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof. The Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications, and experience in their respective areas of expertise. Notwithstanding the foregoing, Consultant may, where appropriate, subcontract any portion of the Services its affiliates without the Regional District's prior written consent and Consultant shall remain liable for the performance of such affiliates.

6 Intellectual Property

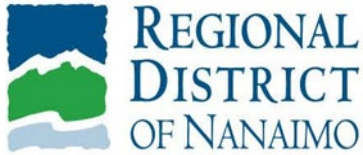
If any Intellectual Property is developed by the Consultant in the course of or in connection with the performance of the Services, the Consultant retains ownership of such Intellectual Property. Provided the Regional District has paid the Consultant for the Services, the Regional District will have a non-exclusive license to use any proprietary concept, product or process of the Consultant which relates to or results from the Services for the life of the Project and solely for purposes of its own internal use and for updating the original work, with respect to that part of the Project to which the Services relate.

7 Conflict

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

8 Limits of Liability and Consequential Damages Waiver

In consideration of the provision of the Services by the Consultant to the Client under this Agreement, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and Sub-Consultants in respect of the Services, howsoever arising, whether in contract or in tort, save and except for claims arising out of or in connection with any malicious act or malicious omission under paragraph 9, shall be absolutely limited to \$1,000,000 or the insurance limits as set out in Clause 10, whichever is lower.



No action or proceedings for any breach of this Agreement shall be commenced by either party after the expiry of 6 years after the completion of the Services.

The Consultant's liability to the Client is limited to that proportion of the Client's losses for which the Consultant is responsible under this contract and for which the Consultant has a legal liability. For the avoidance of doubt, the Consultant shall not be held liable for special, indirect, economic or consequential damages, including for loss of profit.

9 Indemnity

Notwithstanding the provision of any insurance coverage by the Client, and subject to paragraph 8, the Consultant shall indemnify and save harmless the Client, its officers, employees, agents, successors, assigns, representatives, Consultants and Other Consultants from and against any losses, claims, damages, actions and causes of action, costs, expenses, judgments and proceedings arising out of or in connection with any error, or negligent or malicious act or omission, by the Consultant or any of its officers, agents, representatives, employees or Sub-Consultants, except to the proportionate extent of any contributing negligent or wrongful act or omission of the Client, or any of its officers, agents, representatives, employees, Consultants or Other Consultants. The terms and conditions, of this indemnity provision shall survive the completion of all Services and the termination of this Agreement for any reason.

10 Insurance

At the Consultant's expense, provide and maintain any insurance that the Consultant is required to provide by law. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request.

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$1,000,000 per claim, \$2,000,000 aggregate within any policy year.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Consultant.

The Consultant will responsible for paying any insurance deductibles.

11 Termination

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its

option, terminate this Agreement immediately by giving written notice of termination to the Consultant.

- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

12 Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby prior to the commencement of the work.

13 Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

14 Counterparts

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

15 Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties should then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC. unless otherwise agreed.

16 Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

17 Worksafe BC Coverage

Prior to the commencement of the work, all employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

18 Delay in Performance

Neither the RDN nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

19 Confidentiality and Privacy

Confidentiality

The Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of, relating to or arising out of the performance of the Services and this Contract (the “Confidential Information”) and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Consultant may disclose the Confidential Information:

- (a) with the prior written consent of RDN;
- (b) in strict confidence to the Consultant’s professional advisors;
- (c) to Subconsultants who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and

- (d) as otherwise required by law or permitted by this Contract.

The Consultant will require all Personnel and SubConsultants to enter into an agreement with the Consultant containing provisions in the same form as those found herein.

Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- (b) information that the Consultant already possessed independently before commencing the Services;
- (c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

Collection or Use of Confidential Information

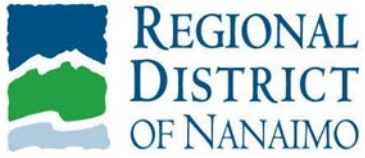
Except with the prior written consent of the RDN, the Consultant will not collect or use, and will ensure that its professional advisors and Subconsultants do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Consultant will not collect or use, and will ensure that its professional advisors and Subconsultants do not collect or use, the Confidential Information to advance the commercial or other interests of the Consultant or any Subconsultant or any entity affiliated with the Consultant or any Subconsultant.

Privacy

The Consultant acknowledges that the RDN is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 165, as amended (“FOIPPA”), and accordingly, any documents, information and data submitted to RDN by the Consultant under this Contract, as well as any resultant studies, documents, information, and data received by the RDN may be disclosed under FOIPPA. The Consultant will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

Publicity

The Consultant will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Consultant will refer all media inquiries relating to the Services or the Contract to the RDN.



SIGNATORIES

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

For the Regional District of Nanaimo:

Signature

Printed Name, Title

For the Consultant, <Company Name or Consultant's Name>:

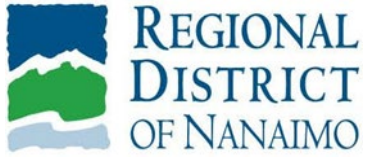
Signature

Printed Name, Title

SCHEDULE 'A'
FEES & EXPENSES

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **\$<Enter Amount>** in Canadian Dollars. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than maximum amount, the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all the Services.

The Consultant shall submit invoices to the Regional District for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any subconsultants. Except for the amounts which the Regional District in good faith is disputing and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days' receipt thereof.



**SCHEDULE 'B'
SCOPE OF WORK**

Enter/Attach RFP Response, Scope of Work, Deliverables and Timeframe