

## SRFP PROPOSAL FORM - APPENDIX A

SRFP TITLE **Limited Supplemental Environmental Investigation - Saltspring Island Rod and Gun Club** SRFP No. **GS18JHQ171**

Closing Time **Feb 9, 2018** before 2:00 p.m. Local Time

Issued by the **Ministry of Environment and Climate Change Strategy** on **Jan 25, 2018**

### REQUIREMENTS:

Complete this form, providing the information requested in accordance with the requirements in the SRFP. Do not include attachments and/or URLs unless specifically requested in this SRFP.

Proponents may find the Proponents' Guide: How to Respond to the Short-form Request for Proposals ("SRFP") helpful.

### 1. Mandatory Requirements

For the Province to consider the proposal, Proponents must meet the mandatory process requirements in the SRFP Rules and the following additional mandatory requirement: An Approved Professional ("AP") must oversee the site investigation work and provide the necessary opinions resulting from the site investigation work.

Explain how the proposal meets this additional mandatory requirement by answering the following question in the space below:

Indicate whether the proposed project manager is on the Roster of Approved Professionals.

Yes the proposed Project Manager Reg North is an approved professional and has been on the roster of approved professionals since 2000.

### 2. Proposed Subcontractors

The use of subcontractors is not permitted for this Contract.

### 3. Executive Summary:

Provide an Executive Summary of the key points of this proposal.

The key points I would highlight in our proposal is the team and making sure a comprehensive accurate conceptual site model is developed and provided along with other requirements outlined by the Ministry in the required scope of work. The team includes Reg North CSAP (Project Manager), Stephen Munzar (technical expert bedrock and hydrogeology) and Marc Cameron (expert risk assessor with experience on a risk assessment for a former gun range). In addition, a slight modification to the scope has been suggested which would include preparing a preliminary investigation / sampling plan based on a review of existing reports/information and a meeting with the Ministry and then have the site reconnaissance visit and during the site visit contact the Ministry and confirm the investigation/sampling plan and perform it at this time.

### 4. Experience

The experience of the individuals proposed for the team will be evaluated for this section, regardless of where that experience was earned. Corporate experience that did not involve any of the proposed team members or where the role of the proposed team members is unclear will not be considered.

List of named individuals

The individual(s) proposed for the project manager role must be an Approved Professional.

Name of proposed individual **Reg North, P.Eng./P.Geo.**

Please describe qualifications of the individual(s) named, specific to any education, certifications, etc. identified above.

**Mr. North in addition to being an approved professional for the past 18 years is a professional engineer and**

geoscientist and contaminant hydrogeologist. He has 29 years of experience in contaminated sites and has managed large complex projects and project teams that included experts in risk assessment and remediation in addition to his expertise in site investigation. He along with Mr. Stephen Munzar of Core6 teach a contaminant fate and transport in groundwater course for the continuing education program at APEGBC.

Name of proposed individual

Please describe qualifications of the individual(s) named, specific to any education, certifications, etc. identified above.

Mr. Munzar will support Mr. North on the project. Although the project focus is on surface water based on the information provided in the RFP it appears that bedrock at the site is shallow and may have been impacted by site activities. Given that flow and transport in bedrock can be complex and difficult to assess it is considered valuable to have Mr. Munzar on the team. He is considered an expert in the investigation of groundwater flow and contaminant transport in bedrock. He has presented on this topic at several events including CSAP workshops and SAB conferences. He has a masters degree in hydrogeology from UBC and has been practicing for more than 15 years in contaminated sites.

Name of proposed individual

Please describe qualifications of the individual(s) named, specific to any education, certifications, etc. identified above.

Marc Cameron will also be available for the project. He is a senior risk assessor and has specific experience on investigation and assessment of risk on a gun range project in Burnaby.

Describe up to three (3) projects that the Proponent has completed within the past five (5) years (as of the Closing Time of the SRFP) and include all the information requested below.

Project Number 1 Name:	Burnaby Automall
Start and End Dates:	June 2014 to June 2016
Total Months for the Project:	24
* Reference company name & name, phone #, / email address of reference contact person	Mr. Saleh Haidar, Environmental Coordinator City of Burnaby 604-294-7768 Saleh.Haidar@burnaby.ca
<p>In the space below, provide a full description of this Project, including:</p> <ul style="list-style-type: none"> <li>• Scope of the project;</li> <li>• How this project constitutes relevant (i.e. of similar scope and complexity as defined above) experience for the purpose of this proposal;</li> <li>• Proponent's role within the project, including activities performed;</li> <li>• Deliverables, measures and timelines that applied to this project; and</li> <li>• End result.</li> </ul>	
<p>The scope of this project which involved as the primary contaminant issue hazardous waste level metals in fill and a long history (over 30 years) of site investigation and remediation and a previously failed attempt to obtain a Certificate of Compliance for the site by another consultant. Core6 completed a detailed site investigation which included demonstrating to the Ministry successfully that the drinking water standards were not applicable to the site. We also performed a mineralogical and geochemical analysis to determine the form the metals were in and determined that the metals were in a relatively non soluble form so the risk of dissolution was minimal. Ultimately risk based Certificates of Compliance were obtained for the site. Core6 has considerable expertise in metals fate and transport and analysis which would be relevant to the Saltspring Island site.</p>	

Project Number 2 Name:	Versatile Drive, Kamloops
Start and End Dates:	Oct 2015 to July 2017
Total Months for the Project:	22 months
* Reference company name & name, phone #, / email address of reference contact person	Enviroanalytics Group Canada LLC Ms. Elizabeth Schlaeger, P.Eng. ESchlaeger@enviroanalyticsgroup.com (314)- 835-2802 1650 Des Peres Road, St. Louis Missouri, USA
<p>In the space below, provide a full description of this Project, including:</p> <ul style="list-style-type: none"> <li>• Scope of the project;</li> <li>• How this project constitutes relevant (i.e. of similar scope and complexity as defined above) experience for the purpose of this proposal;</li> <li>• Proponent's role within the project, including activities performed;</li> <li>• Deliverables, measures and timelines that applied to this project; and</li> <li>• End result.</li> </ul> <p>This project involved the investigation and risk assessment of a former Shell bulk plant in Kamloops. Mr. North was the CSAP reviewer/submitter for the project. The relevance of this project is that the site had a thin veneer of fill over bedrock and Core6 performed a detailed analysis of the bedrock including fracture analysis in order to assess groundwater and contaminant fate and transport. Although we understand that the current focus of the work is surface related the interaction of surface water and groundwater and migration potential through bedrock may be important at the Saltspring Island site. The submission for the Certificate was also audited by CSAP and there were no comments or even edits required to the reports.</p>	

Project Number 3 Name:	Squamish, Loggers Lane
Start and End Dates:	September 2014 to September 2017
Total Months for the Project:	36 months
* Reference company name & name, phone #, / email address of reference contact person	Enviroanalytics Group Canada LLC Ms. Elizabeth Schlaeger, P.Eng. ESchlaeger@enviroanalyticsgroup.com (314)- 835-2802 1650 Des Peres Road, St. Louis Missouri, USA
<p>In the space below, provide a full description of this Project, including:</p> <ul style="list-style-type: none"> <li>• Scope of the project;</li> <li>• How this project constitutes relevant (i.e. of similar scope and complexity as defined above) experience for the purpose of this proposal;</li> <li>• Proponent's role within the project, including activities performed;</li> <li>• Deliverables, measures and timelines that applied to this project; and</li> <li>• End result.</li> </ul> <p>Mr. North was the project manager for this complex site in Squamish located adjacent to the Mamquam Channel. It was a former Shell bulk plant and included a large LNAPL plume and had impacted three neighbouring properties. A comprehensive assessment of groundwater and contaminant flow was required to determine if the groundwater plume would impact the aquatic environment. The site was complicated hydrogeologically due to being adjacent to a not only a tidally influenced water body (Mamquam Channel) but also the Squamish River which has large seasonal variations in discharge. Additionally, a pore water and sediment investigation was conducted in the channel to ascertain whether the site had potentially impacted the channel directly. We were able to ascertain that PAH contamination in the sediment was associated with creosote piles and not site related hydrocarbon contamination through chemical signature. A total of five Certificates of Compliance were obtained through the Protocol 6 process for the site and impacted neighbouring lots.</p>	

\* References should be able to verify the quality of work provided specific to the relevant experience of the Proponent and/or its proposed subcontractors.

## 5. Approach

### Overall Objectives

The overall objectives of this project are as follows:

- Identify and assess potential extent of contamination that may have historically migrated or currently be migrating from the SIRGC property to the neighbouring property, limited to contaminant migration via surface water.
- Evaluate and provide an opinion on the potential for historically-deposited contamination on 291 Long Harbour Road (deposited via historical shot fall from either past SIRGC activities or from historical shooting activities on the 291 Long Harbour Road property) to confound the assessment of migration and/or identification of contaminant sources for the area of the drainage ditch and pond on 291 Long Harbour Road.

### **Scope of Work**

The scope of work shall include, but not necessarily be limited to, the following:

1. review existing site investigation information for the SIRGC property and adjacent property at 291 Long Harbour Road addressing the priority component of the Order - offsite migration;
2. prepare a site-specific health and safety plan and complete a brief site reconnaissance to assist with preparation and finalization of a field investigation work plan;
3. arrange a meeting with the ministry to present and discuss the proposed work plan;
4. finalize the field investigation work plan;
5. implement the field investigation work plan; and
6. prepare a letter report that includes a summary of pre-existing and supplementary investigation information, a professional opinion on the matters of offsite migration and possible confounding factors in the assessment of source, and recommendations for further action.

#### *Task 1: Existing Data Review*

- Review site investigation reports provided by the ministry for the SIRGC and 291 Long Harbour Road properties. The review will focus on that information pertinent to the potential for past and current off-site migration of contamination via surface water.
- This task will include completing a summary of previously-reported data, including a critical evaluation of data quality and determination of potential data gaps regarding the evaluation of off-site contaminant migration.

#### *Task 2: Site Reconnaissance*

- Prepare a site-specific health and safety plan prior to the site reconnaissance.
- Complete a site reconnaissance of the SIRGC and 291 Long Harbour Road properties to assess the site conditions and plan the investigation accordingly. The site reconnaissance will include, but not be limited to, observations of relevant physical features of the area, meetings with local landowners, and collection of information necessary to determine potential sampling locations. The program should include, where budgetary constraints allow, provision for an iterative round of sampling.

#### *Task 3: Meeting with Ministry Staff*

- Attend a meeting with ministry staff in the Surrey office at 10470 152<sup>nd</sup> Street to outline the results of the data review and to discuss the proposed site investigation work plan to determine if activities will meet stated objectives of the project before the start of investigative activities.

#### *Task 4: Finalize the Site Investigation Work Plan*

- Finalize the work plan subsequent to discussions with ministry staff.
- The site investigation work plan is to include health and safety documents and quality assurance/quality control ("QA/QC") measures to ensure that defensible and quality data are collected and reported for this project.

#### *Task 5: Implement the Site Investigation Work Plan*

- Carry out the proposed site investigation work plan.
- The work must be conducted in accordance with requirements of the Environmental Management Act and its regulations (e.g. Contaminated Sites Regulation, Hazardous Waste Regulation, etc.) and ministry contaminated sites guidance documents and protocols.

#### *Task 6: Technical Report*



- Produce a technical report that includes, but is not limited to, the following information:
  1. A summary of previously-reported data for site conditions on 291 Long Harbour Road and the SIRGC property (with respect to off-site migration of contamination), including a critical evaluation of data quality and potential data gaps regarding migration of contamination from the SIRGC property.
  2. A description of the investigative program and a description of investigation methodology, including sample collection methods, QA/QC measures, and tabulated sample analytical results.
  3. A discussion of investigative program findings, including estimates of magnitude, potential extent, and regulatory implications of contaminants in the context of contaminant migration from the SIRGC property.
  4. Figures illustrating analytical results for media sampled and inferred areas of extent.
  5. Recommendations for further action.
  6. Appendices including, but not limited to, field collected data, laboratory certificates of analysis, sample chain of custody records, and photograph logs.

### **Time Line**

The final task must be completed and submitted to the Ministry by March 31, 2018.

In the space below, propose an approach that addresses the requirements in section 5 above. Include any additional processes in your approach that may improve quality, increase efficiency, and/or otherwise benefit the Province that are included in the price proposed, explaining why such processes are recommended.

Core6 understands and accepts the proposed scope of work as provided. However, we would like the Ministry to consider a modification to the scope of work. Given the limited investigation scope (surface sampling) that perhaps subsequent to a review of the reports that a meeting with the Ministry be held prior to the site visit to discuss and present a preliminary sampling plan such that during the site visit by the PM (Reg North) that a phone call be arranged with the Ministry once the site reconnaissance has been completed and prior to leaving the site such that the sampling plan could be performed at the same time as the reconnaissance. This would save time and expense and also provide budget if an iterative round of sampling is required.

Core6 considers that a solid conceptual site model be developed (if not yet completed) that can be used to confirm that all pathways, and in particular offsite migration pathways, have been fully evaluated. Although the current focus is on the surface water pathway which is clearly important, given the shallow bedrock and groundwater the interaction of groundwater and surface water and potential pathways through groundwater including in the bedrock should be considered and confirmed to have been adequately assessed. In our experience bedrock investigations are not completed adequately and due to the flow in bedrock being through fractures it is critical that the nature of the fractures be understood such that the appropriate pathways through the bedrock are investigated to refute this pathway for offsite migration. Mr. Stephen Munzar of Core6 will be very valuable in this aspect of the work and in the evaluation of a conceptual site model.

At this point it is not prudent to provide details regarding the proposed sampling plan until the existing reports are reviewed but it is reasonable to state that it will consist of surface water sampling on the source site and neighbouring downstream properties and also possibly sediment or soil at locations where surface water is ephemeral or in assessing extent.

## 6. Confirmation of Proponent's Intent To Be Bound

THIS PROPOSAL IS SUBMITTED IN RESPONSE TO THE REFERENCED SRFP INCLUDING ADDENDA (IF ANY). BY SUBMITTING THE PROPOSAL, THE PROPONENT AGREES:

- A) TO ALL OF THE TERMS AND CONDITIONS OF THE SRFP, INCLUDING THE SRFP RULES THAT ARE INCORPORATED HEREIN BY THIS REFERENCE, EFFECTIVE AS OF THE ISSUE DATE OF THIS SRFP (AVAILABLE [HERE](#));
- B) THAT IN ADDITION TO REVIEWING THE POSTED SRFP RULES, THE PROPONENT HAS CONDUCTED SUCH OTHER INVESTIGATIONS AS WERE PRUDENT AND REASONABLE IN PREPARING THE PROPOSAL; AND
- C) TO BEING BOUND BY THE STATEMENTS AND REPRESENTATIONS MADE IN ITS PROPOSAL.

For electronic submission through BC Bid, please complete all information below except the signature field, as the BC Bid e-bidding key is deemed to be an original signature.

PROPONENT ORGANIZATION NAME (PRINT):

(IF THE PROPONENT IS NOT AN ORGANIZATION, USE THE INDIVIDUAL'S NAME WHO WILL SIGN THE CONTRACT WITH THE PROVINCE IN THE EVENT THAT THE PROPOSAL IS SUCCESSFUL.)

OPTIONAL: BUSINESS NUMBER (I.E. GST/HST NUMBER), IF KNOWN:

(SEE [www.bcbusinessregistry.ca/business-number.htm](http://www.bcbusinessregistry.ca/business-number.htm) FOR MORE INFORMATION)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

PROPONENT'S CONTACT EMAIL ADDRESS:

PROPONENT'S ADDRESS:

DATE:

# GENERAL SERVICE AGREEMENT



## For Administrative Purposes Only

Ministry Contract No.: GS18JHQ171

Requisition No.: \_\_\_\_\_

Solicitation No.(if applicable): \_\_\_\_\_

Commodity Code: \_\_\_\_\_

### Contractor Information

Supplier Name: Core6 Environmental Ltd.

Supplier No.: \_\_\_\_\_

Telephone No.: (604) 696-2673 (Reg North)

E-mail Address: rnorth@core6.ca

Website: www.core6.ca

### Financial Information

Client: s.17

Responsibility Centre: 2943T

Service Line: 30510

STOB: 6001

Project: 2900000

Template version: July 31, 2017

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**SCHEDULE A – SERVICES**

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- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**



THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN:

Core6 Environmental Ltd. (the "Contractor") with the following specified address and email:  
Suite 1410-777 Hornby Street,  
Vancouver, BC  
V6Z 1S4  
morth@core6.ca

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Environment (the "Province") with the following specified address and fax number:  
Land Remediation Section  
PO Box 9342 Stn Prov Govt  
Victoria, BC  
V8W 9M1  
250-387-8897

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

#### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

#### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

#### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

#### Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

#### Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and



- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 ~~Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.~~

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

## 4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any *competitive process resulting in this Agreement being entered into*) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

### 7 RECORDS AND REPORTS

#### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

#### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account,

invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **8 AUDIT**

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

## **9 INDEMNITY AND INSURANCE**

### **Indemnity**

- 9.1 The Contractor hereby agrees to indemnify and save harmless the Province, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims") that the Province 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 Contractor or their subcontractors, servants, agents or employees 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 Province, its other contractors, assigns and authorized representatives or any other person.

### **Insurance**

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### **Workers compensation**

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

### **Personal optional protection**

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

### **Evidence of coverage**

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## **10 FORCE MAJEURE**

### **Definitions relating to force majeure**

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:



- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

#### Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

### 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act (Canada)*,
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
  - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time

- period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

#### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

#### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

### 13 MISCELLANEOUS

#### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax or email to the addressee's fax number or email address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case *if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.*

#### Change of address or fax number

- 13.2 *Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.*

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. *No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:*
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.



## Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

## Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

## Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

## Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

## Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

## Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

## Governing law

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

## 14 INTERPRETATION

### 14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

# 15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>20<sup>th</sup></u> day of <u>February</u>, 20<u>18</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____ Signature(s)</p> <p><u>Reg North</u> Print Name(s)</p> <p><u>Senior Hydrogeologist / Partner</u> Print Title(s)</p>	<p>SIGNED on the <u>23</u> day of <u>February</u>, 20<u>18</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>_____ Signature</p> <p><u>Peggy Evans</u> Print Name</p> <p><u>A/Director, Land Remediation Section</u> Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on February 22, 2018 and ends on March 31, 2018.

### PART 2. SERVICES:

#### Outputs

The following scope of work (the "Services") shall be provided by the Contractor to the Land Remediation Section by March 31, 2018. The scope of work shall include, but not necessarily be limited to, the following:

1. review existing site investigation information for the Site and adjacent property at 291 Long Harbour Road addressing the priority component of the Order - offsite migration;
2. prepare a site-specific health and safety plan and a preliminary site investigation work plan;
3. conduct a meeting with the ministry to present and discuss the proposed work plan;
4. complete a site reconnaissance to finalize the site investigation work plan;
5. implement the finalized site investigation work plan; and
6. prepare a letter report that includes a summary of pre-existing and supplementary investigation information, a professional opinion on the matters of offsite migration and possible confounding factors in the assessment of source, and recommendations for further action.

#### *Task 1: Review Existing Data*

- Review site investigation reports provided by the ministry for the Saltspring Island Rod and Gun Club ("SIRGC") and 291 Long Harbour Road properties. The review will focus on that information pertinent to the potential for past and current off-site migration of contamination.
- This task will include completing a summary of previously-reported data, including a critical evaluation of data quality and determination of potential data gaps regarding the evaluation of off-site contaminant migration.

#### *Task 2: Prepare a Site-Specific Health and Safety Plan and a Preliminary Site Investigation Work Plan*

- Prepare a site-specific health and safety plan prior to the site reconnaissance.
- Prepare a preliminary site investigation work plan. The site investigation work plan is to include health and safety documents and quality assurance/quality control ("QA/QC") measures to ensure that defensible and quality data are collected and reported for this project.

#### *Task 3: Meet with Ministry Staff*

- Attend a meeting with ministry staff in the Surrey office at 10470 152<sup>nd</sup> Street to outline the results of the data review and to discuss the proposed site investigation work plan to determine if activities will meet stated objectives of the project before the start of investigative activities.

#### *Task 4: Complete a Site Reconnaissance and Finalize the Site Investigation Work Plan*

- Complete a site reconnaissance of the SIRGC and 291 Long Harbour Road properties to assess the site conditions and modify the site investigation work plan if required. The site reconnaissance will include, but not be limited to, observations of relevant physical features of the area, meetings with local landowners, and collection of information necessary to determine potential sampling locations. The program should include, where budgetary constraints allow, provision for an iterative round of sampling.
- Finalize the site investigation work plan subsequent to discussions with ministry staff.

*Task 5: Implement the Site Investigation Work Plan*

- Carry out the proposed site investigation work plan.

*Task 6: Technical Report*

- Produce a technical report that includes, but is not limited to, the following information:
  1. A summary of previously-reported data for site conditions on 291 Long Harbour Road and the SIRGC property (with respect to off-site migration of contamination), including a critical evaluation of data quality and potential data gaps regarding migration of contamination from the SIRGC property.
  2. A description of the investigative program and a description of investigation methodology, including sample collection methods, QA/QC measures, and tabulated sample analytical results.
  3. A discussion of investigative program findings, including estimates of magnitude, extent, and regulatory implications of contaminants in the context of contaminant migration from the SIRGC property.
  4. Figures illustrating analytical results for media sampled and inferred areas of extent.
  5. Recommendations for further action.
  6. Appendices including, but not limited to, field collected data, laboratory certificates of analysis, sample chain of custody records, and photograph logs.

**Inputs**

The Contractor must provide the necessary time and expertise for completion of the contract work. The Contractor must provide all supplies needed to complete the contract outputs including field equipment, tools, access to the internet, travel required for staff assigned to the project, and applicable computer software. All staff shall be qualified for the work assigned and shall be provided and managed by the Contractor.

The Province will provide access to file information required for the Contractor to complete the contract work.

**Outcomes**

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Preparation of a final technical report that documents a desk top review, supplementary site investigation work completed to determine the potential for past and current migration of contamination from the SIRGC property, a professional opinion on the matters of offsite migration and possible confounding factors in the assessment of source, and recommendations for further action.

**Reporting requirements**

The Contractor must provide a final report to the ministry by March 31, 2018 as described in Schedule A, Part 2 Services, Outputs – Task 6.

**PART 3. RELATED DOCUMENTATION:**

Not applicable

**PART 4. KEY PERSONNEL:**

1. The Key Personnel of the Contractor are as follows:
  - (a) Reg North, P.Eng./P.Geo., Core6 Environmental Ltd.
  - (b) Stephen Munzar, P.Geo., Core6 Environmental Ltd.
  - (c) Marc Cameron, R.P.Bio., CSAP, Core6 Environmental Ltd.



## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$15,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

Flat Rate

**Fees:** \$15,000 for performing the Services during the Term.

### 3. EXPENSES:

None

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

### 5. PAYMENTS DUE:

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s)**

Not applicable.

#### Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause; and
  - (b) Professional (Errors and Omissions) Liability Insurance protecting the Contractor, and if applicable their insurable subcontractors and their respective servants, agents or employees, against any loss or damage arising out of the professional services rendered by any of them under this Agreement. Such insurance shall be for an adequate amount acceptable to the Province and shall in any event be not less than \$250,000.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.



**Schedule E – Privacy Protection Schedule**

Not applicable

**Schedule F – Additional Terms**

Not applicable.

**Schedule G – Security Schedule**

Not applicable.