

CAPTIAL REGIONAL DISTRICT  
INTEGRATED WATER SERVICES  
REGIONAL WATER SUPPLY COMMISSION

# Request for Proposal

---

RFP No. 2017-329  
Butchart Dam No.5 Remediation  
Preliminary Design

**OCTOBER 2017**

**CAPITAL REGIONAL DISTRICT**

**Request for Proposal**

**Contents**

1. Instructions to Proponents ..... 1

1.1. Invitation ..... 1

1.2. Closing Time and Date for Submission of Proposals ..... 1

1.3. Not a Tender ..... 1

1.4. Proposal Documents ..... 1

1.5. Inquiries ..... 2

1.6. Information Meeting ..... 2

1.7. Addenda ..... 2

1.8. Late Proposals ..... 2

1.9. Amendments to Proposals ..... 2

1.10. CRD's Right to Modify Terms and Negotiate ..... 3

1.11. Examination of Contract Documents and Site ..... 3

2. Proposal Submission Form and Contents ..... 3

2.1. Package ..... 3

2.2. Form of Proposal ..... 3

2.3. Signature ..... 3

3. Evaluation and Selection ..... 4

3.1. Evaluation Team ..... 4

3.2. Evaluation Criteria ..... 4

3.3. Litigation ..... 4

3.4. Additional Information ..... 4

3.5. Interviews ..... 4

3.6. Multiple Preferred Proposals ..... 5

3.7. Negotiation of Contract and Award ..... 5

4. General Conditions ..... 5

4.1. No CRD Obligation ..... 5

4.2. Proponents Expenses ..... 5

4.3. No Contract ..... 5

4.4. Conflict of Interest ..... 5

4.5. Solicitation of CRD Staff, Board Members, Contractors ..... 5

4.6. Disclaimers/Limitations of Liability ..... 6

4.7. Confidentiality ..... 6

4.8. Ownership of Proposals and Freedom of Information ..... 6

4.9. Time ..... 6

4.10. Acceptance of Terms ..... 6

**List of Appendices**

CONFIRMATION OF RECEIPT FORM

APPENDIX "A" – SCOPE OF SERVICES

APPENDIX "B" – FORM OF PROPOSAL

APPENDIX "C" – EVALUATION FORM

APPENDIX "D" – PRO FORMA CONTRACT FOR SERVICES

CAPITAL REGIONAL DISTRICT  
REQUEST FOR PROPOSAL  
BUTCHART DAM NO.5 REMEDIATION - PRELIMINARY DESIGN  
RFP NO. 2017-329

**1. Instructions to Proponents**

**1.1. Invitation**

The Capital Regional District ("CRD") invites detailed proposals from consultants (the "Proponents") in strict accordance with these Proposal Documents (CRD, RFP No. 2017-329). The proposals will be evaluated for the selection of a consultant (or consultants) with the intent to enter into a contract (the "Contract") to provide the services described in Appendix "A".

The objective of this project is to complete the preliminary design phase and supplementary exploratory drilling for the preferred dam remediation option at Butchart Dam No.5.

A Contract will not necessarily result from this Request for Proposal ("RFP").

**1.2. Closing Time and Date for Submission of Proposals**

The CRD will accept three (3) copies of each proposal, in accordance with the instructions contained herein, at the following specific physical location:

**Attention:** Mr. Kevin Evans  
Purchaser  
Integrated Water Services  
**Address:** Capital Regional District  
479 Island Highway  
Victoria, B.C. V9B 1H7  
Fax: 250.474.9659

**On or before the following date and time (the "Closing Time"):**

**Time:** 2:00 pm [local time]  
**Date:** 27 October 2017

The CRD reserves the right to extend the Closing Time at its sole discretion.

Proposals must not be sent by fax or electronically.

**1.3. Not a Tender**

This is a Request for Proposal and not a tender call.

**1.4. Proposal Documents**

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the CRD at the time the Proponent receives a set of Proposal Documents.

Failure to return the attached Receipt Confirmation Form to the CRD Representative listed in section 1.5 within five (5) days of receiving the Proposal Documents may result in no further communication regarding this RFP.

Please use and reference the above RFP number on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP.

Incomplete proposals may be rejected at the sole discretion of the CRD.

### **1.5. Inquiries**

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the "CRD Representative"). Information obtained from any person or source other than the CRD Representative may not be relied upon.

**Name:** Damon Gosper, P.Eng  
**Address:** 479 Island Highway, Victoria, B.C. V9B 1H7  
**Fax:** 250.474.4012  
**Telephone:** 250.474.9507  
**Email:** dgosper@crd.bc.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### **1.6. Information Meeting**

An information meeting is not applicable and so will not be hosted by the CRD Representative to discuss the CRD's requirements under this RFP.

**Date:** N/A  
**Time:** N/A  
**Location:** N/A  
**Phone:** N/A

### **1.7. Addenda**

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

### **1.8. Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

### **1.9. Amendments to Proposals**

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they are received by the CRD's fax machine prior to the Closing Time, but such fax amendments

may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the CRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRD fax number listed in section 1.2.

#### **1.10. CRD's Right to Modify Terms and Negotiate**

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

#### **1.11. Examination of Contract Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

### **2. Proposal Submission Form and Contents**

#### **2.1. Package**

Each Proposal must be submitted using a two-envelope process. One envelope must contain the Proponent's price, fee schedule or cost of its Proposal and be clearly marked "Financial Proposal" and the other envelope must contain the balance of the Proposal and be clearly marked "Technical Proposal". Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number.

#### **2.2. Form of Proposal**

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal.

#### **2.3. Signature**

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.

- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

### **3. Evaluation and Selection**

#### **3.1. Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others including CRD staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

#### **3.2. Evaluation Criteria**

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the CRD, using the following general criteria:

- (a) Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed work schedule and sequence of work.
- (b) Experience and capability of firms and staff in similar assignments
- (c) Past performance of firm and staff as determined from the CRD and references.
- (d) Availability and commitment of resources including staff, office and technical support.
- (e) Past performance of cost and scheduling control practice.
- (f) Fee schedule and total cost of services (upset fee) to the CRD.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

#### **3.3. Litigation**

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect the Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with the Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

#### **3.4. Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

#### **3.5. Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

### **3.6. Multiple Preferred Proposals**

The CRD reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the CRD may decide, and to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CRD that might result or be achieved from the CRD dividing up the Services and entering into one or more Contracts with one or more Proponents.

### **3.7. Negotiation of Contract and Award**

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

## **4. General Conditions**

### **4.1. No CRD Obligation**

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

### **4.2. Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRD or its representatives and contractors relating to or arising from this RFP.

### **4.3. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

### **4.4. Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

### **4.5. Solicitation of CRD Staff, Board Members, Contractors**

Proponents and their agents will not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

#### **4.6. Disclaimers/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a 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. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

#### **4.7. Confidentiality**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

#### **4.8. Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

#### **4.9. Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the CRD local area network time.

#### **4.10. Acceptance of Terms**

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

## APPENDIX “A” – SCOPE OF SERVICES

### OBJECTIVE

The objective of this project is to complete the preliminary design phase and supplementary exploratory drilling for the preferred dam remediation option at Butchart Dam No.5.

### INTRODUCTION

The Capital Regional District (CRD) owns and operates water supply dams located in the Goldstream Watershed in order to provide potable water to the regional and sub-regional water systems. The Butchart Lake Reservoir is located within the Goldstream Watershed, approximately 25 km northwest of downtown Victoria. The reservoir provides 3.27 Mm<sup>3</sup> of raw water supply at full pool and is impounded with five earth-filled dams. Butchart Dam No. 5 is located at the west end of the lake, and has an S-curve alignment. The dam is 157 m long, with a maximum height of 7.3 m. The dam has a current downstream consequence rating of “Significant” as per the B.C. Dam Safety Regulation (B.C. Reg 44/2016).

In August 2014, a small sinkhole measuring approximately 1.0 m by 0.6 m in plan and 0.4 m in depth was observed at the downstream toe of the Butchart Dam No. 5 near the right abutment. Field inspections were conducted by Thurber Engineering Ltd. (Thurber) in September 2014, and February 2015 revealed that the sinkhole had increased in size and additional localized surface depressions were identified at or near the right abutment. The observations indicated that fill materials are being lost into bedrock voids. The CRD is risk managing the problem by operating the reservoir at a reduced operating level, such that the reservoir generally remains lower than the height of land downstream of the right abutment. In addition, a seepage monitoring weir was installed by the CRD downstream of the dam in March 2015 to monitor the leakage rates from the foundation.

A geotechnical investigation was completed at the right abutment area by Thurber in September 2016 and results were documented in the 2017 report titled “Butchart Dam No.5 Sinkhole Assessment – Geotechnical Options Report”. Thurber’s investigation included a geophysical assessment, geological test trench, drilling program, survey by CRD, and soils classification. Thurber concluded that the sinkhole formation and ground subsidence is caused by the ongoing dissolution of limestone bedrock at the right abutment area. The voids within the foundation could contribute to internal erosion of the original “puddle clay” core of the dam. Four feasible remediation options were identified and assessed using a multi-criteria decision analysis prepared by Thurber, in consultation with the CRD. The CRD has decided to proceed with the consultant’s preferred remediation option, which is designing and constructing a new seepage cut-off trench. Preliminary design is planned to be completed by the end of the 1<sup>st</sup> Quarter in 2018. The detailed design phase will follow in 2018, as a separate assignment, and construction of remediation is currently planned to be completed by the end of Quarter 2 in 2019.

### BACKGROUND

Butchart Dam No. 5 was originally constructed in 1902 and the reservoir filled in 1903. A historical written account prepared by Mr. T. Lubbe (manager of the Esquimalt Waterworks Co.) and dated February 27, 1905, records that a 26 m long section of the dam near its north end is founded on “caverned limestone”. Considerable effort was made during construction to reduce potential seepage losses through the limestone by constructing a 3.7 m deep by 26 m long by 3.0 m wide cut-off trench into the limestone. It was recorded that the limestone disappeared with depth, and the 26 m long trench was filled with a “stiff clay puddle”. When the reservoir was originally filled after construction of the dams in the spring of 1903, the dam leaked near the right abutment at a rate of approximately 0.33 million imperial gallons per day. The reservoir was drained and additional efforts were made to reduce the leakage. A total of 35 barrels of Portland cement, made into thin paste, was poured into the foundation at the right abutment of Butchart Dam No. 5. But in early 1904, once the reservoir reached within 1.5 m of the full pool level, similar leakage was observed at the dam, a short distance from where the dam was first leaking. No further attempts were made to stop the foundation leakage after that time.

All of the Butchart Lake Reservoir Dams were rehabilitated in 1995 to provide additional flood passage capacity and seismic resistance to meet the design code of the day. Butchart Dam No.5 was fitted with no-post median barriers across the crest to increase available freeboard to pass the probable maximum flood over the spillway, which is located at Butchart Dam No. 1.

Changes to the understanding of seismic hazard along coastal regions of Western Canada have occurred, especially in recent decades. These changes are based on statistical analysis of an increasing database of earthquakes, as well as an improving understanding of the coastal tectonic and fault composition. The CRD hired Thurber in 2016 to complete a seismic assessment of nearby Sooke Lake Dam, Saddle and Deception Dams. Thurber's team included hiring Amec Foster Wheeler Ltd. to complete a site-specific probabilistic seismic hazard assessment (PSHA). This work was completed in 2017 and a regional seismic source model is now available as well as an updated earthquake catalog. The updated model can be used to develop uniform hazard response spectra (UHRS) at the annual exceedance probability (AEP) corresponding to the current "Significant" consequence classification rating of Butchart Dam No.5. For efficiency, the UHRS could also be computed for all other AEP between 475 and 10,000 years. The ground motion prediction equations used in the PSHA require estimates or measured values of shear wave velocity as an input parameter. The 2016 geotechnical investigation included a multichannel analysis of surface waves (MASW) and the results are available for the site-specific seismic modelling.

## SCOPE

The CRD is seeking a qualified engineering consultant (Consultant) to conduct the preliminary design of the preferred remediation option at Butchart Dam No. 5. The purpose of the study will be to:

1. Review the existing geotechnical investigation results and remediation plan for information purposes;
2. Collect and interpret new geotechnical drilling data to support the design of the new seepage cut-off trench; and
3. Complete the preliminary design of the remediation option using current Canadian Dam Association (CDA) Guidelines and meeting the requirements of the current B.C. Dam Safety Regulation.

Detailed design and construction phases are excluded from this scope of work. Preliminary design tasks included in the scope will include planning and preparation of cost estimates and schedules that will take into account future project phases (e.g. preparing a preliminary project cost estimate that includes detailed design and construction tasks, etc.).

The Butchart Dam No.5 site is located in the Goldstream Watershed which is a secured and protected CRD drinking water supply area. There are strict security and environmental protection requirements for any personnel and equipment entering the drinking water supply area. For this reason, it is recommended that Consultants highlight any previous experience working within the CRD's (or other) protected drinking water supply areas.

The proposed methodology, level of effort, proposed budget, and schedule will include, but is not limited to, the following list of anticipated major tasks:

1. Project Management
  - a. Project initiation meetings, periodic update meetings, preparation of meeting minutes, and meetings to deliver draft 75% and 90% complete reports.
  - b. Prepare project delivery schedules and periodic updates.
  - c. Prepare monthly invoices and project progress reports, including documented updates on completion of tasks, deliverables, scheduled milestones, schedule updates, and any concerns with progress to date.
  - d. Reliable and proactive communication with CRD's project manager throughout the duration of the project.
2. Review Background Information
  - a. Review applicable CRD and consultant studies (sinkhole investigations, site inspection reports, geotechnical reports, remediation options report, probable maximum flood updates, seismic studies, etc) and data for information and provide any supplemental recommendations.
3. Site Inspection(s)
  - a. Site inspection(s) can be set up in order to gather new field information, confirm previously collected data and assumptions, and identify laydown area options and construction methods.
4. Supplementary Exploratory Drilling
  - a. Two of seven drill holes completed in 2016 were located on the dam crest (along the

- alignment of the proposed cut-off trench). Additional borehole(s) will be required along the crest of the dam to investigate the variation in the depth of the base of the limestone deposit, and to confirm the longitudinal extent of the limestone formation. The Consultant is to provide details and price of the proposed supplementary exploratory drilling.
- b. The Consultant will be responsible for all coordination, management, and procurement of the subcontractor drilling services. The CRD will facilitate access to the dam site and if necessary, provide temporary removal of no-post barriers at the crest of the dam to support drilling.
5. Preliminary Design to include, but not limited to:
    - a. Civil earthworks and demolition of dam's existing right abutment.
    - b. Environmental Protection Plan – It is anticipated that the reservoir will be drawn down to complete the construction work. At this project phase, the Consultant will prepare a high-level dewatering plan and erosion and sediment control plan for the work zone.
    - c. Foundation improvements at right abutment – removal of limestone, surface preparation for new cut-off trench, trimming, grouting, and/or internal granular filter system.
    - d. Seepage Control - design of new cut-off trench including materials, geometry, etc.
    - e. Instrumentation
      - i. Select locations for new instrumentation, which may include piezometers and seepage monitoring equipment.
    - f. Embankment Interface design – The Consultant will design the interface between the new remediated dam and the existing main dam.
    - g. Geotechnical Considerations as per CDA Guidelines
      - i. Static Assessment – general slope stability using Limit Equilibrium Method and factors of safety calculations.
      - ii. Seismic Assessment
        1. Conduct a site-specific probabilistic seismic hazard assessment using available shear wave results to develop the uniform hazard response spectra corresponding to ground motion exceedance return periods. The consultant may choose to subcontract this work. Provide in financial proposal pricing for two (2) options:
          - a. Option 1 – 1/1000 year AEP case only.
          - b. Option 2 – all AEP cases ranging from 475 to 10,000 years.
        2. Selection of appropriate EDGM and associated peak ground acceleration (PGA) for simple seismic analysis.
        3. Seismic analysis will include simple seismic screening level assessment, pseudo-static method, and simple liquefaction assessment of the remediation area using earthquake design ground motion (EDGM) corresponding to 1/1,000 year annual probability of exceedance, in order to validate the design decisions from a seismic perspective and identify the further analyses that may be required to be completed during the future detailed design phase.
      - iii. Seepage Analyses
        1. After design of the cut-off trench, conduct seepage analysis to determine gradients at various locations and confirm general geometry of remediation.
      - iv. Granular Filter Design
        1. Design all filters as per CDA guidelines to reduce risk of migration of core materials through the dam.
    - h. Sealed Preliminary Drawing Package – including plan, profile, sections, details, laydown areas, limits of construction, etc. to capture the 60% design level of the remedial works.
    - i. Construction methodology and considerations
    - j. Sourcing of materials – The Consultant will research local material sourcing options for the project (desktop only). It is currently anticipated that at least core materials will be imported from outside the watershed.
    - k. Regulatory permit requirements
    - l. Quantity take-offs
    - m. Cost Basis (i.e. method and considerations) and Preliminary Cost Estimate
      - i. Include both overall project and construction cost estimates
      - ii. include quotes from local contractors and suppliers to support cost basis

- n. Identify prioritized next steps and schedule for detailed design and construction phases
- 6. Reporting
  - a. All reports and technical memorandums are to include all assumptions, limitations, analysis results, conclusions, and recommendations;
  - b. A Microsoft Powerpoint presentation will be delivered to CRD technical staff by the Consultant at the 90% complete stage.

The CRD encourages consultants to present opportunities to add value to the project. However, sealed financial information should consider only the items above, so that all proposals can be evaluated equally.

The CRD requests that technical proposals include a list of key personnel, availability to work, and a breakdown of level of effort for each of the tasks (i.e. estimate of number of hours to complete each task).

## **COMMUNICATIONS**

The Consultant will organize meetings with the CRD staff at regular intervals to present and discuss key findings, and draft report(s). The CRD Project Manager will accept requests for information and send requests to appropriate internal stakeholders.

## **DELIVERABLES**

The following deliverables will be prepared and submitted by the Consultant:

1. A technical memorandum that documents the methodology and results of the supplemental exploratory drilling;
2. Prepare and submit a draft report at the 75% and 90% complete stages. Allow two weeks for the CRD to provide review comments at each review stage;
3. A Microsoft Powerpoint presentation which summarizes results and recommendations related to the preliminary design work, to be delivered at the 90% complete stage;
4. Prepare a final report, and submit four (4) hardcopies and one electronic copy; and
5. Secured electronic copy of modelling files, AutoCAD files, etc.

## **COMPLETION DATE**

A schedule of major tasks is to be included with the technical proposal. The final report deliverable will be due on March 31, 2018.

## **AVAILABLE DOCUMENTATION**

A copy of reports will be made available for viewing by appointment at CRD Integrated Water Services located at 479 Island Highway, Victoria, B.C. The remaining information will be made available to the successful proponent.

1. Dam Location and Access Road Map
2. Technical reports:
  - a. 2017 Geotechnical Options Report, including results of geotechnical investigation, prepared by Thurber Engineering Ltd.
    - i. Geophysical assessment
    - ii. Geological assessment
    - iii. Borehole Logs (a total of seven boreholes at the right abutment area)
    - iv. Monitoring well data (two existing wells installed at right abutment area in 2016, one at the crest of dam and one at the downstream toe)
3. 2015 Preliminary Sinkhole Investigation, prepared by Thurber Engineering Ltd.
4. CRD Record drawings – Butchart Dam No.5
5. Seepage Data from seepage monitoring weir – 2015 to present
6. Topographic Survey data at the dam site - 2016

## **APPENDIX “B” – FORM OF PROPOSAL**

Proposals must include the information outlined in this section. To facilitate fair evaluation, proposals should be organized as follows:

### **1 TECHNICAL PROPOSAL**

#### **1.1 Project Understanding**

- a) In your own words, briefly demonstrate your understanding of the project by summarizing the project requirements, identifying important aspects and needs, and key aspects to be considered for successful project delivery.

#### **1.2 Project Approach**

- a) Expand the Scope of Services in Appendix A into a work breakdown structure to provide a detailed and comprehensive Scope of Services.
- b) Clearly define level of effort by providing person hour estimates for each of the work activities and tasks, using a table format. Provide sub-total for each task and overall total of person hours for the project. **DO NOT SHOW CHARGE RATES OR COSTS IN THE TECHNICAL PROPOSAL.**
- c) Provide preliminary indications of which staff person and firm will undertake the major portion of each activity.
- d) Identify deliverables associated with each activity.
- e) Describe your plans for Project Management, Project Controls, and Quality Control and Quality Assurance.

#### **1.3 Project Team and Organization**

- a) Provide a project-specific organization chart including any sub-consultants and contractors. Identify only those staff working on the project, and as such named in the fee structure. Clearly differentiate project responsibilities from corporate roles.
- b) Briefly outline each team member's role and their qualifications. Include resumes (maximum two pages) of each team member in an appendix.

#### **1.4 Previous Experience**

- a) Provide a listing of work, similar in size and scope to this project, that members of your Project team have carried out in the last 10 years. Include: project name, location, and description, client name, scope of services provided and scheduled completion dates(s).
- b) Highlight projects where prime consultant, sub-consultants, contractor firms, and key personnel have successfully worked together.

#### **1.5 References**

- a) Provide two recent references which may be contacted concerning your firm's performance on projects of a similar nature.

### **1.6 Activity Schedule**

- a) Provide a gantt chart schedule based on the proposed work breakdown structure and the duration of each activity and task, including review periods for CRD.
  
- b) The schedule shall include the key milestones noted in the RFP, including deliverables.

## **2 FINANCIAL PROPOSAL - FEE SCHEDULE**

In a separate envelope, provide a fee schedule and disbursements for your proposal. Provide a breakdown of fees and disbursements by work activity from your Project Approach and Activity Schedule

**NOTE: FEE ESTIMATES MUST INCLUDE ALL APPLICABLE TAXES. SHOW TAXES AS A SEPARATE LINE ITEM**





## **CRD Consultants Policy—Evaluation Procedures**

Both technical merit and cost are awarded a maximum of 500 points each, for a total potential of 1,000 evaluation points. Technical proposals will be opened and marked out of a total score of 500 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the Capital Regional District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 500 points. The financial proposal with the lowest cost of fees will be awarded 500 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 500 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 500 minus (10% of 500), or 450 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the Region.

### **COSTS INCLUDED IN PROPOSAL EVALUATION**

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

### **DEBRIEFING**

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

### **Minimum Technical Score**

Technical proposals must achieve a score of at least 350 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened.

## **CRD Consultants Policy—Evaluation Procedures**

Both technical merit and cost are awarded a maximum of 500 points each, for a total potential of 1,000 evaluation points. Technical proposals will be opened and marked out of a total score of 500 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the Capital Regional District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 500 points. The financial proposal with the lowest cost of fees will be awarded 500 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 500 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 500 minus (10% of 500), or 450 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the Region.

### **COSTS INCLUDED IN PROPOSAL EVALUATION**

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

### **DEBRIEFING**

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

### **Minimum Technical Score**

Technical proposals must achieve a score of at least 350 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened.

**APPENDIX "D" – PRO FORMA CONTRACT FOR SERVICES  
CONTRACT FOR SERVICES**

THIS AGREEMENT dated for reference and made as of the [ ] day of [ ], 201[ ]

BETWEEN:

**CAPITAL REGIONAL DISTRICT**  
625 Fisgard Street  
Victoria, BC V8W 2S6  
Fax No. 250-[ ]-[ ]

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

[CONTRACTOR NAME]

[ADDRESS]

Victoria, BC, X#X #X#

Fax No. 250-[ ]-[ ]

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

**WHEREAS:**

- A. The CRD called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the "**Project**"), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedules "D" and "E" to this Agreement.
- B. The CRD has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the CRD and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

**CONSULTANT'S OBLIGATIONS:**

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the CRD to any person other than representatives of the CRD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the CRD any

information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.

4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the "**Intellectual Property**") are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

## PAYMENT

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## TERMINATION AND SUSPENSION

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

## GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the CRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the CRD's responsibilities under this Agreement.

21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the CRD and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the CRD and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the CRD alone and never refer to the combination of the Consultant and CRD. The combination of the CRD and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

## DISPUTE RESOLUTION

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.

- 34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Consultant.
- 35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

**DESIGNATED REPRESENTATIVES**

- 36. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "CRD Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.
- 37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

**NOTICE**

- 38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**CAPITAL REGIONAL DISTRICT** by its authorized signatories: )

\_\_\_\_\_) )  
Name )

\_\_\_\_\_) )  
Name )

**XXXXXXXXXX** by its authorized signatories: )

\_\_\_\_\_) )  
Name )

\_\_\_\_\_  
Name

)  
)  
)  
)

**SCHEDULE "A"**  
**SERVICES AND FEES**

## SCHEDULE "B"

### INSURANCE REQUIREMENTS

The Consultant shall, at his own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

(a) Commercial General Liability Insurance

- i) The Consultant shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
- ii) this insurance shall be an all risk, occurrence based policy with a three million (\$3,000,000.00) minimum limit on an occurrence basis, and
- iii) the Capital Regional District shall be named as an additional insured, and
- iv) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
- v) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD, and
- vi) the Consultant shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.

(b) Automobile Insurance

- i) The Consultant shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and / or operated by the Consultant in connection with this agreement.

(c) Property Insurance

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Consultant's equipment including loss of use thereof. Each and every policy insuring Consultant's equipment to be used on this project shall contain a waiver of subrogation clause in the favour of the CRD.

(d) Professional Liability (Errors and Omissions) Insurance

- (i) The Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.
- (ii) The Consultant shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

2. The Consultant shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.

3. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement.

4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

**[CONSULTANT MUST SUBMIT A COPY OF THEIR INSURANCE CERTIFICATE HERE]**

**SCHEDULE "C"**

**CALL FOR PROPOSALS**

**SCHEDULE "D"**  
**CONSULTANT'S PROPOSAL**

**SCHEDULE "E"**  
**CONSULTANT'S FEE PROPOSAL**