



REQUEST FOR PROPOSALS

Project Title:

**Regional District of Nanaimo and Town of Qualicum Beach
Risk Assessment**

ISSUED: March 21, 2018

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location prior to:
2:00 pm (14:00 hrs) Pacific Time on Wednesday, April 4, 2018

RDN CONTACT FOR QUESTIONS:

Jon Wilson

Manager, Emergency Services

Telephone: 250-390-6557

Email: jwilson@rdn.bc.ca

Deadline for questions is five (5) business days before the closing date.

INSTRUCTIONS TO PROPONENTS

Closing Date/Time/Location

Proponents are requested to submit their Proposal prior to the closing time of 2:00 pm (14:00 hrs), Pacific Time, **Wednesday, April 4, 2018**. Submission methods:

- By Email: With **RDN and Town of Qualicum Beach Risk Assessment** as the subject line at this electronic address: emergencyservices@rdn.bc.ca

Please note: Maximum email file size limit is 15MB, or less.

- Proposals received by hand delivery and facsimile are not encouraged.
- All costs to prepare the Proposal shall be borne solely by the Proponent.

Cover Letter & Signature

The Proposal should include a cover letter summarizing your proposal and highlighting the reasons why the Regional District of Nanaimo (RDN) should select your firm for this assignment.

Amendment to Proposals

Proposals may be amended in writing and delivered to the closing location by email before the closing date and time. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required to this Request for Proposal (RFP), the RDN will distribute via addendum posted to the RDN website (www.rdn.bc.ca) and BC Bid at (www.bcbid.gov.bc.ca). It is the responsibility of the Proponent to download and obtain any addenda posted prior to submitting their Proposal. Information obtained from any other source is not official and should not be relied upon.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time prior to the Proposal closing date and time by submitting a written letter or notice via email to the named RDN contact.

SCOPE OF SERVICES

1. INTRODUCTION

The purpose of this RFP is to solicit submissions from qualified Emergency Management Consultants. The purpose of this work is for the successful Emergency Management Consultant to conduct an overland flood risk assessment for the region that is inclusive of Local Government, First Nations, and key area stakeholders. This project is funded through the National Disaster Mitigation Program (NDMP).

The assessment will: enhance the cooperative approach to emergency management in the region; be the foundation of the next phase of preparedness and mitigation activities; and increase the capacity

and resiliency of the region. The project is intended to be undertaken between March of 2018 and September of 2019.

Proponents must refer to the complete RFP document for detailed information regarding proposal submission requirements.

2. PROJECT OBJECTIVES

This project is funded through Stream 1: Risk Assessments of the National Disaster Mitigation Program, and will need to fulfil all funding requirements of this program, as follows:

- Indicate the level of flood hazard in the area as well as the potential risk to the affected communities through hazard identification, vulnerability analysis, likelihood assessment, risk assessment, identify climate change considerations and impacts and assess community resilience;
- Identify areas in which the risk tolerance is unacceptable and form the basis to mitigate actions in the future;
- Identify and inform emergency response program development; and
- Inform current and future land use planning, including official community plans, zoning, bylaws and development permits.

Please refer to the NDMP Guidelines for more information on the funding requirements: [NDMP Program Guidelines](#).

3. SCOPE OF SERVICES

The RDN requests proposals from suitably qualified Emergency Management Consultant, experienced in Hazard, Risk and Vulnerability analysis, to conduct a Flood Hazard Risk Assessment of the area within the boundaries of the Regional District of Nanaimo and the Town of Qualicum Beach. This project will be completed through the consultation of stakeholders including provincial government, local government, First Nations and other community stakeholders, as well as but not limited to reviewing critical infrastructure, historical information, land use designations and zoning provision.

The project will require the consultant to identify all flood hazards and associated secondary hazards, giving consideration to climate change impacts. From the hazard identification, a vulnerability analysis and likelihood assessment will be completed. From there a final Risk Assessment report will be completed based on the results of the hazard identification, likelihood assessment and vulnerability analysis, as well as the asset register and impact analysis findings. Qualitative classification of risks, using tailored and refine JIBC, EMBC and NDMP pre-determined criteria scales and JIBC and EMBC risk determination tables. High-risk/high vulnerability and low-risk/low vulnerability risk hazards will be apparent; other combinations of risk and vulnerability will require classification with analysis of impacts, and other inputs to be *Very High, High, Moderate, and Low*. This project will also consider the social and economic impacts of nuisance (accumulated flood events, every 1-4 years) and extreme events (50 year + events).

High risk critical areas that will require flood mapping under NDMP stream two, Flood mapping, will need to be identified.

4. STUDY AREA

The RDN covers 2,070 square kilometers with seven (7) electoral areas, stretching from Cedar in the South to Deep Bay in the North and encompasses the municipalities of City of Nanaimo, City of Parksville and the Town of Qualicum Beach, and the District of Lantzville.

The study area covers the Regional District's seven (7) Electoral Areas, including Gabriola Island as well as the Town of Qualicum Beach and the District of Lantzville (See attachment 1: Map of Study area). The study area is a diverse geographical area characterized by the Mount Arrowsmith biosphere region and the Englishman, Little Qualicum and Nanaimo River watersheds.

5. GENERAL DELIVERABLES

- Develop the final Risk Assessment report based on the results of the hazard identification, likelihood assessment, and vulnerability analysis, as well as the asset register and impact analysis findings.
- Qualitative classification of risks, using tailored and refined JIBC, EMBC and NDMP pre-determined criteria scales and JIBC and EMBC risk determination tables. High-risk/high vulnerability and low-risk/low vulnerability risk hazards will be apparent; other combinations of risk and vulnerability will require classification with analysis of impacts, and other inputs to be *Very High, High, Moderate, and Low*.

Please refer to the NDMP Risk Assessment Information Template: [NDMP Risk Assessment Template](#)

- Identify high risk critical areas that will require flood mapping under NDMP Stream 2.
- Produce a risk assessment that can in turn be used to complete the NDMP RAIT

Note: any deliverables not identified in this RFP that the Contractor will also provide to the RDN should be listed in the proposal.

6. PROJECT SCHEDULE/ TIMELINES

Milestone / Task	Schedule
Post request for RFPs	March 21, 2018
RFP closing date	April 4, 2018
Investigation, analysis and floodplain mapping	April 2018 to September 2019
Final deliverables to RDN	September 30, 2019

7. REFERENCE INFORMATION (not an exhaustive list)

- I. Province of BC Hazard, Risk and Vulnerability Analysis Tool Kit. Ministry of Public Safety and Solicitor General Provincial Emergency Program, 2004.
<http://hrva.embc.gov.bc.ca/toolkit.pdf>
- II. Emergency Management BC Hazard, Risk and Vulnerability Analysis online tool. January 17, 2007. <http://hrva.embc.gov.bc.ca/hazard.html>
- III. Emergency Management BC *Emergency Program Act* Local Authority Emergency Management Regulation. September 8, 1995, Updated February 6, 2018.
http://www.bclaws.ca/civix/document/id/complete/statreg/380_95
- IV. Provincial Floodplain Maps, Region 1 – Vancouver Island, specifically:
 - a. Englishman River (7 map sheets)
http://www.env.gov.bc.ca/wsd/data_searches/fpm/reports/keyplans-html/englishman-river.html
 - b. Little Qualicum River (1 map sheet)
http://www.env.gov.bc.ca/wsd/data_searches/fpm/reports/keyplans-html/little-qualicum-river.html
- V. National Disaster Mitigation Program Guidelines, August 2017.
<https://www.publicsafety.gc.ca/cnt/mrgnc-mngmnt/dsstr-prvntn-mtgtn/ndmp/prgrm-gdlns-en.aspx#a34>
- VI. RDN Hazard Risk and Vulnerability Assessment, June 2009
<http://www.rdn.bc.ca/cms/wpattachments/wpID141atID1492.pdf>

8. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information:

8.1 Proposal Eligibility

Proposals should:

- a) be received on or before the established closing date and time as indicated,
- b) include a cover letter signed by an authorized officer of the Proponent, and
- c) be in English.

8.2 Evaluation Criteria

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

Evaluation Criteria		Point Value	X Rating	Total Score
Project References		25		
Approach and Methodology		25		
Project Management and Quality Assurance		20		
Proposed Fees		30		
Total		100		
Rating	Description			
5	Exceeds expectations, proponent clearly understands the requirement, excellent probability of success			
4	Somewhat exceeds expectations			
3	Meets expectations, proponent demonstrates a good understanding of the requirement. Good probability of success			
2	Somewhat meets expectations, minor weakness and/or deficiencies. Fair probability of success			
1	Does not meet expectations, does not demonstrate a good understanding of the requirements, low probability of success			
0	Response indicates a complete misunderstanding of the requirements, very low probability of success.			

Evaluation Criteria Notes:

1. A score of ZERO (0) on ANY of the "Rated Criteria" items MAY result in disqualification of a Submission.
2. These are the ONLY factors which will be used to evaluate the submission.
3. The highest scoring or any submission will not necessarily be accepted.
4. The lowest price proposal will receive a rating of five (5). Other proposals will receive reduced ratings based on the proportion higher than the lowest price. i.e. Rating = (Min Cost x 5)/Cost

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee will proceed with an award recommendation and the RDN may proceed to enter into negotiations with the highest evaluated Proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work.

Throughout the evaluation process, the selection committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

8.3 Proposal Content

Cover Letter & Signature

The Proposal should include a cover letter summarizing the Proposal and indicate why the RDN should select your firm.

8.3.1 Project References

- a. Provide three (3) reference projects similar in scope and size completed within the past three (3) – five (5) years.
- b. For each reference project, provide the project title, overview of the project, contract value, name of the individual, their company name, their business address, telephone number, and email address.

8.3.2 Approach and Methodology

- a. Provide an overview of the project to confirm understanding of the scope of work and clearly define and describe how the proposed approach would meet those requirements. At a minimum, the Proponent should identify the project constraints and challenges, the sequence and timing of milestones, the respective expertise involved, and their time allocation for each.
- b. Indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required.
- c. Indicate post-project completion, support and de-brief offered.

8.3.3 Project Management and Quality Assurance

- a. Demonstrate the approach to project management and highlight the procedures to be utilized to ensure submissions are completed and delivered on time and on budget.
- b. Provide a description of an internal quality assurance and control program in place, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

8.3.4 Proposed Fee

Provide pricing for the project tasks and milestones in a table showing a breakdown of fees using the same headings from the consultant's proposed methodology. The fee structure shall include hourly charge out rates and man-hour requirements for all personnel involved, sub-consultant fees, disbursements, meetings and all other costs to complete the work. Items listed as optional shall be shown separately. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the RDN, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of printing and

reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other anticipated expenses. Any applicable taxes should be shown as a separate line item.

8.3.6 Proposed Purchase Contract

Proponents need to identify any specific provisions contained in this RFP with which it is unwilling or unable to comply from the attached Draft Client-Consultant Agreement and suggest replacement language.

9. GENERAL CONDITIONS

9.1 No Contract

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

9.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

9.3 Right of the RDN to Cancel the RFP Process

The RDN is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to cancel this RFP, up until award, for any reason whatsoever including budget and to proceed with the Services in some other manner separate from this RFP process.

9.4 Conflict of Interest

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

9.5 Solicitation of Board Members and RDN Staff

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

9.6 Litigation Clause

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

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

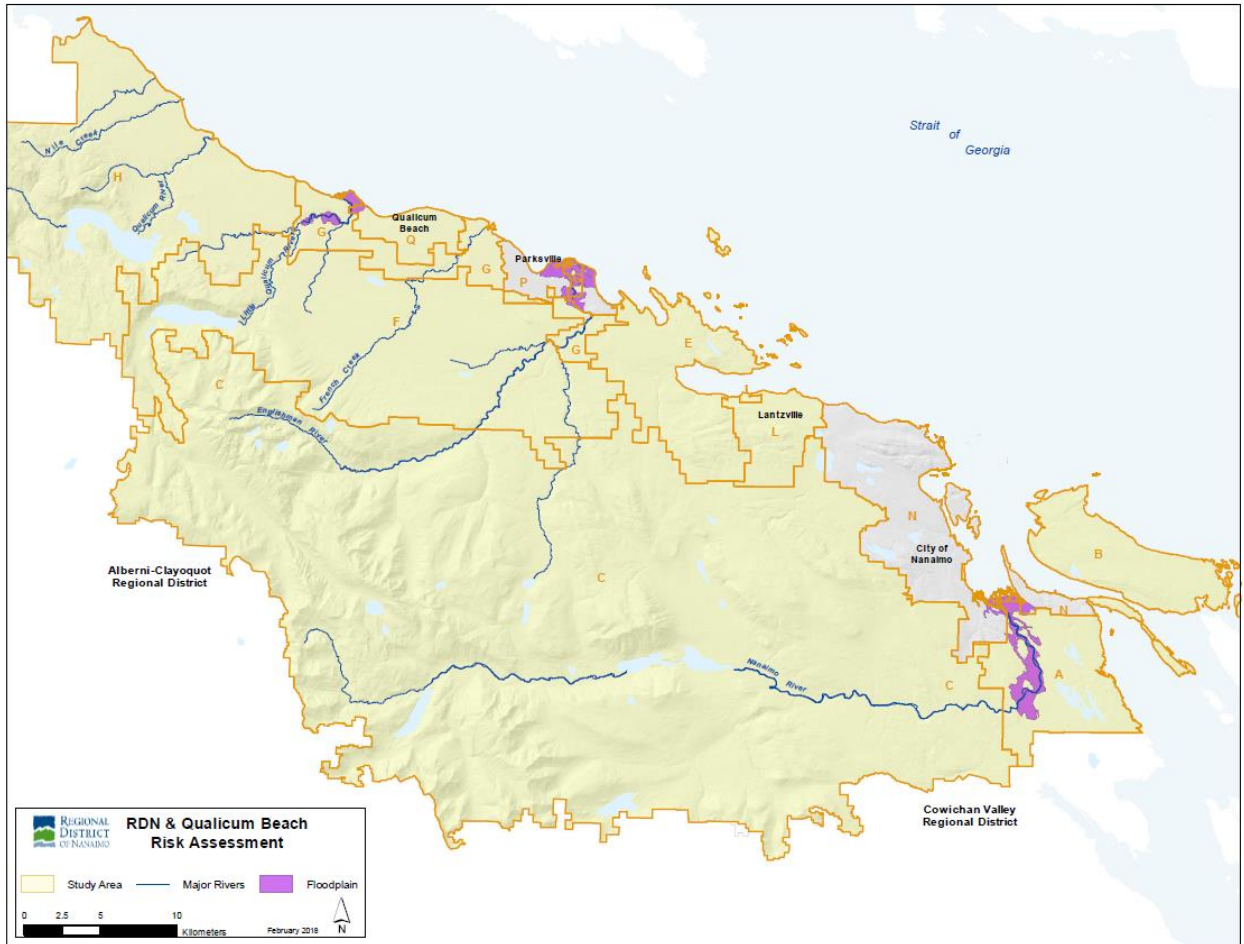
In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur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

10. ADDITIONAL INFORMATION

Attachment 1: Subject Area Map

Attachment 2: Draft Professional Services Agreement

Attachment 1: Subject Area Map



Attachment 2: RDN Services Agreement Contract Template

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this ____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]

[address]

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District called for proposals for the provision of consulting services for the Regional District and Qualicum Beach Risk Assessment (the "**Project**"), and the Contractor 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 Contractor's proposal is attached as Schedules "D" to this Agreement.
- B. The Regional District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **"Services"** means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing * and terminating on * (the **"Term"**), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor's expense any insurance that the Contractor is 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. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor's expense any insurance specifically required in Schedule "B" to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the RDN upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;

- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.

5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

6.1 The Contractor shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

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

14.0 NO ASSIGNMENT

14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.0 AMENDMENT

18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

19.0 CONFLICT

19.1 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.

20.0 INVALIDITY

20.1 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.

21.0 HEADINGS

21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

22.1 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.

23.0 TIME

23.1 Time is of the essence in this Agreement.

24.0 ENUREMENT

24.1 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.

25.0 ARBITRATION

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

25.2 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 Regional District or the Contractor.

25.3 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.

26.0 COUNTERPART

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

IN WITNESS HEREOF the Regional District and the Contractor have executed this Agreement as of the day, month and year first above written.

REGIONAL DISTRICT OF NANAIMO, by its)
authorized signatory(ies):)
)
)
_____)
Name:)
)
)
_____)
Name:)

[use this form of signature block for corporate contractor]

[NAME OF CONTRACTOR (corporation)], by)
its authorized signatory(ies):)
)
)
_____)
Name:)
)
)
_____)
Name:)

[use this form of signature block for individual consultant]

SIGNED, SEALED AND DELIVERED by)
[NAME OF CONSULTANT (for an)
Individual)], in the presence of)
)
_____)
Signature)
_____)
Name)
_____)
Address)
_____)
_____)
Occupation)

_____)
[name of individual consultant]

SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]

SCHEDULE "B"

INSURANCE

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- (a) Commercial General Liability
and Property Damage \$2,000,000.00

- (b) Automobile Insurance
(owned and non-owned) \$2,000,000.00

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

- 2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.

- 3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.

SCHEDULE "C"
CALL FOR PROPOSALS

SCHEDULE "D"
CONSULTANT'S PROPOSAL