



THE CORPORATION OF THE DISTRICT OF SAANICH

THIS PROFESSIONAL SERVICES AGREEMENT is dated the _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH

770 Vernon Avenue
Victoria, BC V8X 2W7

(Hereinafter called "**District**")

OF THE FIRST PART

AND:

NAME OF CONSULTANT

(Incorporation No.: _____ if applicable)

Address
Address

(Hereinafter called the "**Consultant**")

OF THE SECOND PART

WHEREAS:

- A. The District issued a Quotation No. 17/21, which is attached to this Agreement as Schedule "A";
- B. The Consultant in reply to the Quotation submitted a Submission dated (*insert date*) (the "**Submission**"), a copy of which is attached to this Agreement as Schedule "B", which the District has accepted under the terms set out herein;
- C. The District has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the District in respect of the Services on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the District and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

1.1.1 "**Agreement**" means this agreement for services, including its recitals, and the following schedules attached to and forming a part of this agreement:

1.1.1.1 Schedule "A" – The Quotation;

1.1.1.2 Schedule "B" – The Submission;

1.1.1.3 Schedule "C" – Insurance;

1.1.1.4 Schedule "D" – Occupational Health and Safety Agreement.

1.1.2 "**Business Day**" means any Day except Saturday, Sunday, or a statutory holiday as defined in the *Interpretation Act* (British Columbia).

- 1.1.3 **“Change Notice”** means a change notice issued by the District in accordance with section 10.1.
- 1.1.4 **“Day”** means a calendar day.
- 1.1.5 **“Event of Default”** means any of the following:
- 1.1.5.1 an Insolvency Event;
 - 1.1.5.2 the Consultant fails to perform any of the Consultant’s obligations under this Agreement;
 - 1.1.5.3 any representation or warranty made by the Consultant in this Agreement is untrue or incorrect.
- 1.1.6 **“Insolvency Event”** means any of the following:
- 1.1.6.1 an order is made, a resolution is passed or a petition is filed, for the Consultant’s liquidation or winding up;
 - 1.1.6.2 the Consultant commits an act of bankruptcy, makes an assignment for the benefit of the Consultant’s creditors or otherwise acknowledges the Consultant’s insolvency;
 - 1.1.6.3 a bankruptcy petition is filed or presented against the Consultant or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Consultant;
 - 1.1.6.4 a receiver or receiver-manager is appointed for any of the Consultant’s property; or
 - 1.1.6.5 the Consultant ceases, in the District’s reasonable opinion, to carry on business as a going concern.
- 1.1.7 **“Personal Information”** has the meaning assigned in the *Freedom of Information and Protection of Privacy Act*.
- 1.1.8 **“Services”** means the Consultant’s duties and responsibilities to the District as described in the Quotation and the Submission.
- 1.1.9 **“Term”** means the term of this Agreement as set out in Schedule “A”, and where applicable includes any renewal thereof.
- 1.2 The captions or headings appearing in this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of any provision in it.
- 1.3 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.
- 1.4 In this Agreement, unless expressly provided otherwise, in the event of any conflict or inconsistency between or among the provisions of this Agreement and any other documents forming a part of this Agreement, the documents shall govern and take precedence in the following order:
- 1.4.1 Change Notices, with the most recent taking precedence;
 - 1.4.2 this Agreement;
 - 1.4.3 Schedule “A”
 - 1.4.4 Schedule “C”
 - 1.4.5 Schedule “D”
 - 1.4.6 Schedule “B”

2. CONSULTANT'S DUTIES AND RESPONSIBILITIES TO THE DISTRICT

- 2.1. The Consultant must render the Services to the District under this Agreement with that degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in the Quotation and the Submission, and ensure that all persons employed or retained by the Consultant to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 2.2. The Consultant must charge for the performance of all of the Services only the fees and disbursements authorized under this Agreement. Unless the District agrees otherwise in writing, the Consultant must supply and pay for all labour, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Services.
- 2.3. The Consultant must perform the Services to be provided under this Agreement within the time limits specified in the Quotation and the Submission or, if no time limit is specified for a particular component of the Services, the Consultant must perform such component of the Services promptly, it being acknowledged and agreed that time is of the essence of this Agreement.
- 2.4. The Consultant must comply with any reasonable instructions given to the Consultant (in writing or otherwise) by the District from time to time with respect to the performance of the Services.
- 2.5. The Consultant must obtain and maintain throughout the Term the insurance required under Schedule "C" of this Agreement.
- 2.6. Without limiting the generality of section 2.5, the Consultant must comply with, and must ensure that any permitted sub-consultants comply with, all applicable occupational health and safety laws in relation to the Services, including the Workers Compensation Act and regulations thereunder. The Consultant must, prior to the commencement of the Services, execute and deliver to the District an Occupational Health and Safety Agreement in the form set out in Schedule "D". If the Consultant is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act, the Consultant must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Consultant's expense if such personal optional protection insurance is available for the Consultant from WorkSafeBC or other sources.
- 2.7. The Consultant must perform the Services in compliance with all applicable laws.
- 2.8. The Consultant shall indemnify and hold harmless the District, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers (collectively, the "District Parties") from and against any and all liability, loss, claims, actions, causes of action, legal proceedings and expenses, including but not limited to legal expenses (collectively, "Claims"), suffered, sustained or incurred by the District Parties or any of them to the extent such Claims arise as a result of any errors, or willful, or negligent acts or omissions, or breach of any terms of this Agreement by the Consultant, the Consultant's officers, directors, employees, sub-consultants, agents, representatives or volunteers (collectively, the "Consultant Parties") in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement. Any risk that Claims against the District may be made after the termination, completion, or expiry of this Agreement is assumed entirely by the Consultant.

Without limiting the foregoing, the Consultant shall indemnify and hold harmless the District from and against, and shall pay to the District promptly on demand any amount in respect of, any loss or damage to the District's property and facilities that arises as a result of the use of the property or facilities by the Consultant Parties under the terms of this Agreement.

- 2.9 If one or more individuals are specified as "Key Personnel" of the Consultant in the Submission, the Consultant must cause those individuals to perform the Services on the Consultant's behalf, unless the District otherwise approves in writing, which approval must not be unreasonably withheld.
- 2.10 The Consultant must obtain and maintain throughout the Term a valid District of Saanich Business Licence or a valid Inter-municipal Business Licence and must provide evidence of the same upon request by the District.
- 2.11 Whenever in the performance of the Services any employee of the Consultant performs work of the same or a similar nature to work for which a wage is specified in the collective agreement between the District and the Canadian Union of Public Employees Local 2011 (the "Collective Agreement") the Consultant shall, as required by Article 34:01 of the Collective Agreement, pay such employee a wage not less than the wage specified for such work in the Collective Agreement, and the Consultant shall require any permitted sub-consultant to do the same.

3. DISTRICT'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT

- 3.1. District must make available to the Consultant all relevant information or data pertinent to the Services which is in the hands of the District and is required by the Consultant and instruct the Consultant to the extent of the District's ability as to the District's total requirements in connection with the Services. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the District, except where it is stated otherwise or unreasonable to do so.
- 3.2. Where the District has provided an instruction under section 2.4 other than in writing, and the Consultant has requested written confirmation, the District must give written confirmation of the instruction to the Consultant as soon as reasonably practicable. A request for written confirmation by the Consultant shall not relieve the Consultant from complying with the instruction at the time the instruction is given.
- 3.3. Upon the request of the Consultant, the District will authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.4. The District must give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Services provided to the District by the Consultant, and, whenever prompt action is necessary, where possible, inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.

4. FEES & EXPENSES

- 4.1. The District shall pay to the Consultant for the Services rendered under this Agreement fees, at the hourly rate indicated in Schedule "B". The fee for each distinct work assignment or project to be performed by the Consultant under this Agreement (each a "Project") will be indicated in a separate proposal excluding GST and including expenses and disbursements. Each Project will be confirmed with a Purchase Order.

- 4.2. Without limiting section 2.8, the District may withhold from any payment due to the Consultant an amount sufficient to indemnify, in whole or in part, the District, its officers, employees, servants, agents and contractors against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the District to the Consultant upon the basis for withholding the amount having been fully resolved to the satisfaction of the District.
- 4.3. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 4.4. Except as provided in this Agreement, or as otherwise agreed in writing, the District shall not be liable to pay or reimburse the Consultant for any costs incurred or expenditures made or purported to be made by the Consultant on behalf of the District.
- 4.5. The Consultant must, for a period of not less than seven (7) years following the expiry or earlier termination of this Agreement, keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, including without limitation all wages paid to the Consultant's employees, and these shall at all times be open to audit and inspection by the authorized representative of the District.
- 4.6. The Consultant must submit monthly statements and vouchers to the District to verify all Disbursements.
- 4.7. Disbursements incurred by the Consultant in rendering the Services may include the following:
 - 4.7.1 All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries and duties, long distance telephone charges, telecopies and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
 - 4.7.2 Travel, Subsistence, Lodging – will NOT be allowed for this engagement.

5. DEFAULT AND TERMINATION

- 5.1 On the happening of an Event of Default, or at any time thereafter, the District may, at its option, elect to do any one or more of the following:
 - 5.1.1 by written notice to the Consultant, require that the Event of Default be remedied within a time period specified in the notice;
 - 5.1.2 pursue any remedy or take any other action available to it at law or in equity; or
 - 5.1.3 by written notice to the Consultant, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 5.1.1.
- 5.2 In addition to the District's right to terminate this Agreement under section 5.1.3 on the happening of an Event of Default, the District may terminate this Agreement for any reason by giving at least 10 Business Days' written notice of termination to the Consultant.
- 5.3 If the District terminates this Agreement under section 5.2:
 - 5.3.1 the District must, within 30 Days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in the Submission which corresponds with the portion of the Services that was completed to the District's satisfaction before termination of this Agreement; and
 - 5.3.2 the Consultant must, within 30 Days of such termination, repay to the District any paid portion of the fees and expenses described in the Submission which corresponds with the portion of the Services that the District has notified the Consultant in writing was not completed to the District's satisfaction before termination of this Agreement.

- 5.4 The payment by the District of the amount described in section 5.3.1 discharges the District from all liability to make payments to the Consultant under this Agreement.
- 5.5 If the Consultant becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Consultant must promptly notify the District of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Consultant proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Consultant proposes to take to prevent the occurrence of the anticipated Event of Default.

6 DISPUTE RESOLUTION

- 6.1 If requested in writing by either the District or the Consultant, the District and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) Days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to the Arbitration Act (British Columbia).
- 6.2 No one shall be nominated to act as an arbitrator who is in any way financially interested in the provision of the Services or in the business affairs of either the District or the Consultant.
- 6.3 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.
- 6.4 The award of the arbitrator shall be final and binding upon the parties.
- 6.5 Costs of the arbitration must be divided equally between the parties.

7 CONFIDENTIALITY AND OWNERSHIP

- 7.1 The Consultant must not disclose any information, data or secret of the District to any person other than representatives of the District duly designated for that purpose, in writing, by the District and must not use for the Consultant's own purposes or for any purpose other than those of the District, any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement. These obligations of confidentiality shall not apply to information which was or is already public or which is required to be disclosed by law or court order.
- 7.2 The Consultant must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials which are produced under this Agreement, and all intellectual property and proprietary rights whatsoever therein, including without limitation all copyright, are and will remain the property of the District even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies of maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, software, programs, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the District.

- 7.4 Upon termination of this Agreement, the Consultant must turn over to the District, an original copy of all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials produced under this Agreement.
- 7.5 The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the District and that the District could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other remedies available to the District at law or in equity, the District shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.
- 7.6 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

8 NOTICES

- 8.1 Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, sent by facsimile to or delivered at the address of the other party set forth in section 8.2 or 8.3, as applicable, or at such other address as the other party may from time to time direct, in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, 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 such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.
- 8.2 The address for service for the District is as follows:
 770 Vernon Avenue
 Victoria, BC V8X 2W7
 Fax: 250-475-5460
 Email: purchase@saanich.ca
 Attention: Purchasing Services

- 8.3 The address for service for the Consultant is as follows:

 Email: _____
 Attention: _____

9 PERSONAL INFORMATION SECURITY AND CONFIDENTIALITY

- 9.1 The Consultant, which for purposes of this Article 9 includes any sub-consultant and employee of the Consultant, must, in relation to personal information comply with the requirements of the Freedom of Information and Protection of Privacy Act (the “Act”) applicable to the Consultant as a service provider, including any applicable order of the Commissioner under the Act, and any direction given by the District under this Agreement.
- 9.2 The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to the Consultant as a service provider, and understands the obligations set out in Article 9 of this Agreement.

- 9.3 The Consultant must treat as confidential all personal information in the material provided by the District and all other information accessed or obtained by the Consultant, whether verbally, electronically or otherwise, as a result of this Agreement, and not permit its disclosure or use without the District's prior written consent.
- 9.4 Unless the District otherwise directs, the Consultant may only use personal information provided to it by the District or otherwise obtained by the Consultant as a result of this Agreement, if that use is for the performance of the Consultant's obligations as required under this Agreement and is in accordance with the Act.
- 9.5 Unless otherwise directed and authorized by the District, the Consultant may only collect or create personal information that is necessary for the performance of the Consultant's obligations specified in this Agreement, and such collection or creation must be in accordance with the Act.
- 9.6 In relation to records in the Consultant's possession that contain personal information provided by the District, or otherwise obtained by the Consultant as a result of this Agreement, unless the Agreement otherwise specifies, the Consultant must dispose of them or deliver them as directed by the District.
- 9.7 In response to access requests to the District under the Act for records in the Consultant's possession, either obtained or produced by the Consultant as a result of this Agreement, unless the Agreement otherwise specifies, the Consultant must co-operate with the District and deliver the relevant records as directed by the District. For the purposes of this section 9.7, "record" has the meaning assigned in the Act.
- 9.8 The Consultant must at all times ensure the confidentiality and security of the personal information in its custody and make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including any security arrangements expressly set out in the Agreement.
- 9.9 The Consultant must not disclose personal information to any person other than the District. If the Contactor receives a request for access to personal information from a person other than the District, the Consultant must promptly advise the person to contact the District.
- 9.10 If the Consultant knows there has been unauthorized disclosure of personal information in its custody or under its control, the Consultant must immediately notify the District.
- 9.11 The District may, at any reasonable time, and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information and the Consultant must permit, and provide reasonable assistance to, any such inspection.

10 CHANGE NOTICES

- 10.1 The District may issue to the Consultant a Change Notice to make changes to the Services, omit part of the Services, or require additional Services. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The District and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) Days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

11 NO DUTY OF CARE

11.1 The Consultant acknowledges that the District, in the preparation of the contract documents, supply of oral or written information to Consultants, or the carrying out of the District's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the District 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, or carrying out of the District's responsibilities under this Agreement, with the exception of fraud on the District's part.

12 WAIVER

12.1 Except as may be specifically agreed in writing, no action or failure to act by the District or the Consultant shall constitute a waiver of any right or duty afforded any 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.

13 RELATIONSHIP

13.1 The legal relationship between the Consultant and the District arising pursuant to this Agreement 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 Consultant and the District to be that of employee and employer. The Consultant must not do anything that would result in personnel hired or used by the Consultant or a sub-consultant in relation to providing the Services being considered employees of the District.

14 VALIDITY

14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

15 LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

15.2 Nothing in this Agreement shall prejudice or impair the District in the exercise of any of its rights, powers and privileges under any law, bylaw, order or regulation or in equity all of which may be fully and effectively exercised by the District as if this Agreement had not been made by the parties, provided that the foregoing shall not restrict the rights and remedies of the Consultant arising from a breach of this Agreement by the District.

16 EXECUTION

16.1 Each of the parties must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

17 TRANSFER OF INTEREST

17.1 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. The Consultant must not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the District.

18 REPRESENTATIONS AND WARRANTIES

- 18.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Consultant represents and warrants to the District as follows:
- 18.1.1 All information, statements, documents and reports furnished or submitted by the Consultant to the District in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
 - 18.1.2 The Consultant has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Consultant to fully perform the Services;
 - 18.1.3 The Consultant holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Consultant's obligations under this Agreement;
 - 18.1.4 This Agreement has been legally and properly executed by, or on behalf of, the Consultant and is legally binding upon and enforceable against the Consultant in accordance with its terms; and
 - 18.1.5 If the Consultant is not an individual, the Consultant has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Consultant.

19 PERFORMANCE STANDARDS

- 19.1 At the conclusion of the Contract, the Consultant may be evaluated on their Contract performance. In addition, if requested, a debriefing meeting with the Consultant may be arranged.

20 ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire Agreement between the District and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the District and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the District and the Consultant.

IN WITNESS WHEREOF the District and the Consultant have executed this Agreement.

THE CORPORATION OF THE DISTRICT OF)
SAANICH on the ____ day of _____, 2021)
by its Authorized Signatory)
)
)
_____)
Authorized Signature)
)
_____)
Title)
)
_____)
Printed Name)
)

XXXXXXXXXX (SUCCESSFUL CONSULTANT))
on the ____ day of _____, 2021)
by its Authorized Signatory)
)
)
_____)
Authorized Signature)
)
_____)
Title)
)
_____)
Printed Name)
)
)
_____)
Witness)
)
_____)
Printed Name)

SCHEDULE "C"

INSURANCE

1.0 The Consultant shall, at its own expense, provide and maintain until the completion of the Services the following insurance in a form acceptable to the District with an insurer licenced in British Columbia:

1.1	Commercial General Liability per occurrence	\$2,000,000.00
1.2	Professional Liability	\$1,000,000.00
1.3	Automobile Insurance (owned and non-owned)	\$2,000,000.00

Commercial General Liability policies shall name the District as an Additional Insured and include a cross liability or severability of interests clause such that the Consultant and the District are insured as if separate policies had been issued to each. Commercial General Liability policies shall require the insurer to provide thirty (30) Days written notice to the District of cancellation or any material change in coverage.

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

2.0 The Consultant shall provide the District 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.

3.0 Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnify provisions set forth in this Agreement.

SCHEDULE "D"

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

In any case where the Consultant or the Consultant's employees shall be working alongside, interacting with or working in the vicinity of Saanich employees in the performance of the contract, the Consultant shall ensure that all its employees are familiar with and comply with the following District policies:

D 1. Respectful Workplace – 5/Work-Res

D 2. Substance Use / Abuse – 1/SUB

D 3. Smoking and E-Cigarette Free Workplace – 1/SMO