

**SAMPLE CONTRACT**

**THE CITY OF COLWOOD**

**PROFESSIONAL SERVICES AGREEMENT**

Agreement No. NNNN-NN

**THIS PROFESSIONAL SERVICES AGREEMENT** is dated the            day of            , 20xx

BETWEEN:

**THE CITY OF COLWOOD**  
**3300 Wishart Road**  
Victoria, BC V9C 1R1

(Hereinafter called "**City**")

OF THE FIRST PART

AND:

**NAME OF CONSULANT**  
**Street Address**  
**City Province Postal**

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

OF THE SECOND PART

**WHEREAS:**

- A. The City issued Request for xxxxx No *RFP 202x-xxxx* with N addenda "**RFP**" for the "name of project", which is attached to this Agreement as Schedule "A";
- B. The Consultant in reply to the RFP submitted a proposal dated XXXX,2020 (the "**Proposal**"), a copy of which is attached to this Agreement as Schedule "B", which the City has accepted under the terms set out herein;
- C. The City has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the City in respect of the Services on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE** the City 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 RFP; (change to process used eg. RFP, Quote, etc)
    - 1.1.1.2 Schedule “B” – The Proposal;
    - 1.1.1.3 Schedule “C” – Insurance;
    - 1.1.1.4 Schedule “D” – OHSA (Section 2.6) ONLY IF APPLICABLE  
Schedule “E” – ENTER THE NAME OF DOCUMENT.
  - 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 City 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 City’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 City as described in the RFP and the Proposal.
  - 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 CITY**

- 2.1 The Consultant must render the Services to the City under this Agreement with that degree of care, skill and diligence expected by their professional qualifications in the performance of the duties contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in the RFP and the Proposal, 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 the Services only the fees and disbursements authorized under this Agreement. Unless the City 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 RFP and the Proposal or, if no time limit is specified for a 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 by the City 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 subcontractors 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 City an Occupational Health and Safety Agreement in the form set out in Schedule "D", a clearance letter from WorksafeBC indicating the Consultant and all subcontractors are in compliance and a copy of their health and safety policy.

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 City, its elected and other officials, officers, employees, agents, volunteers, successors and assigns from and against any and all liability, loss, claims, demands, legal proceedings, fees, fines, penalties and expenses, including but not limited to legal expenses on a solicitor and client basis (hereinafter collectively referred to as "Liabilities"), which arise wholly or in part, directly or indirectly, as a result of
- 2.8.1 any wrongful, blameworthy, or negligent acts or omissions which result in personal injury, death or property loss or damage;
  - 2.8.2 any breach of any of the terms of this Agreement by the Consultant or the Consultant's officers, directors, employees, sub-contractors, agents, representatives or volunteers; or
  - 2.8.3 the provision of the services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in respect of any risk that further Liabilities against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Consultant.

The Consultant shall indemnify and pay to the City promptly, on demand for any loss or damage to the City's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this Contract

The Consultant shall waive all rights of subrogation or recourse against the City as a result of the granting of this Contract or the use of the City's property of facilities.

- 2.9 If one or more individuals are specified as "Key Personnel" of the Consultant in the Proposal, the Consultant must cause those individuals to perform the Services on the Consultant's behalf, unless the City otherwise approves in writing, which approval must not be unreasonably withheld.
- 2.10 The Consultant must obtain and maintain throughout the term a valid City of Colwood Business Licence or a valid Inter-Municipal Business Licence and must provide evidence of the same upon request by the City.

### **3 CITY'S DUTIES AND RESPONSIBILITIES TO THE CONSULTANT**

- 3.1 City must make available to the Consultant all relevant information or data pertinent to the Services which is in the hands of the City and is required by the Consultant and instruct the Consultant to the extent of the City's ability as to the City'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 City, except where it is stated otherwise or unreasonable to do so.

- 3.2 Upon the request of the Consultant, the City will authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 The City must give reasonably prompt consideration to all draft reports, drawings, Proposals and other documents relating to the Services provided to the City 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 City shall pay to the Consultant for the Services rendered under this Agreement fees, including disbursements to the maximum amount of \$xx,xxx excluding GST.
- 4.2 The Consultant must submit monthly statements and vouchers to the City to verify all Disbursements.
- 4.3 The Consultant will be paid for the Services monthly. The City's payment policy is to pay within thirty (30) Days from the date of receipt of invoice. Invoices issued by the Consultant must be in a form satisfactory to the City. Final payment will be made upon the submission of completed and accepted works including reports, contract documents, drawings, etc. The invoices submitted shall indicate the person hours expended on the Services in each category with other costs detailed as appropriate. Final billing must be received within thirty (30) days of the completion of the Services.
- 4.4 Without limiting section 2.8, the City may withhold from any payment due to the Consultant a n amount sufficient to indemnify, in whole or in part, the City, 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 City to the Consultant upon the basis for withholding the amount having been fully resolved to the satisfaction of the City.
- 4.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 4.6 Except as provided in this Agreement, or as otherwise agreed in writing, the City 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 City.
- 4.7 The Consultant must, for a period of not less than 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 City.

#### **5 DEFAULT AND TERMINATION**

- 5.1 On the happening of an Event of Default, or at any time thereafter, the City 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 City's right to terminate this Agreement under section 5.1.3 on the happening of an Event of Default, the City 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 City terminates this Agreement under section 5.2:
  - 5.3.1 the City must, within 30 Days of such termination, pay to the Consultant any unpaid portion of the fees and expenses described in the Proposal which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of this Agreement; and
  - 5.3.2 the Consultant must, within 30 Days of such termination, repay to the City any paid portion of the fees and expenses described in the Proposal which corresponds with the portion of the Services that the City has notified the Consultant in writing was not completed to the City's satisfaction before termination of this Agreement
- 5.4 The payment by the City of the amount described in section 5.3.1 discharges the City 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 City 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 City or the Consultant, the City 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 City 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 City to any person other than representatives of the City duly designated for that purpose, in writing, by the City and must not use for the Consultant's own purposes or for any purpose other than those of the City, 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 project documentation including, but not limited to, plans, maps, reports, specifications, manuals, preliminary drafts, drawings, photographs, cost estimates, 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 City 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 City.
- 7.4 Upon termination of this Agreement, the Consultant must turn over to the City, a copy of all project documentation including, but not limited to, maps, reports, plans, specifications, manuals, preliminary drafts, drawings, photographs, cost estimates, 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 City and that the City 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 City at law or in equity, the City 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 City is as follows:

3300 Wishart Road  
Victoria, BC V9C 1R1  
Email: [purchasing@colwood.ca](mailto:purchasing@colwood.ca)  
Attention: Purchasing

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

Street Address of Contractor  
CITY, PROVINCE POSTAL CODE  
Email:

## **9 PERSONAL INFORMATION SECURITY AND CONFIDENTIALITY**

9.1 The Consultant, which for purposes of this Article 9 includes any subcontractor 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 City 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 City 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 City's prior written consent.

9.4 Unless the City otherwise directs, the Consultant may only use personal information provided to it by the City 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 City, 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 City, 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 City.



- 9.7 In response to access requests to the City 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 City and deliver the relevant records as directed by the City. 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 City. If the Contactor receives a request for access to personal information from a person other than the City, the Consultant must promptly advise the person to contact the City.
- 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 City.
- 9.11 The City 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 City 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 City 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 City, in the preparation of the contract documents, supply of oral or written information to Consultants, or the carrying out of the City'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 City 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 City's responsibilities under this Agreement, with the exception of fraud on the City's part.

## **12 WAIVER**

- 12.1 Except as may be specifically agreed in writing, no action or failure to act by the City 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 City arising pursuant to this Agreement is that of an independent contractor and purchaser of services, and, 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 City 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 subcontractor in relation to providing the Services being considered employees of the City.

## **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 City 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 City 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 City.

## **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 City.

## **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 City as follows:

- 18.1.1 All information, statements, documents and reports furnished or submitted by the Consultant to the City 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 ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF** the City and the Consultant have executed this Agreement.

**CITY OF COLWOOD**  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20xx  
by its authorized signatory (ies):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**NAME OF CONSULTANT(corporation)**  
On the \_\_\_\_\_ day of \_\_\_\_\_, 20xx,  
by its authorized signatory (ies):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**SCHEDULE “C”**

**INSURANCE**

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

- |            |   |                 |
|------------|---|-----------------|
| <b>1.1</b> | Commercial General Liability per occurrence   | AS NOTED IN RFP |
| <b>1.2</b> | Professional Liability                        | AS NOTED IN RFP |
| <b>1.3</b> | Automobile Insurance<br>(owned and non-owned) | AS NOTED IN RFP |

Commercial General Liability policies shall name the City as an Additional Insured and include Cross Liability. Commercial General Liability policies shall provide thirty (30) Days written notice of cancellation or 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 City.

- 2.0** The Consultant shall provide the City 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 herein.

## SCHEDULE "D"

### **OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **Administrative Policies**

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

#### **Single or Prime Contractor for Work (According to the Workers Compensation Act, Part 3 Section 106)**

The City will determine if the Contractor will be designated as either:

- Single Contractor
- Prime Contractor