

**SCHEDULE "B"**  
**INSURANCE REQUIREMENTS**

1. The Consultant shall, at its own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:
  - (a) **Commercial General Liability Insurance**
    - i) Commercial General Liability Insurance policy covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations;
    - ii) this shall be an occurrence-based policy with a three million (\$3,000,000.00) minimum limit;
    - iii) the Capital Regional District shall be named as an additional insured;
    - iv) the policy shall contain a separation of insureds, cross liability clause in its conditions;
    - v) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD; and
    - vi) the Consultant shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
- If waived in writing by CRD, the CRD will not be liable for any loss or damage caused by the Consultant's tortious or wrongful acts nor will the CRD defend or indemnify the Consultant for such acts. The Consultant understands and agrees it is solely responsible for its defence costs and damages arising.
- (b) **Automobile Insurance**

If using a vehicle for CRD purposes under this contract, the Consultant shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned or operated by the Consultant in connection with this agreement.
- (c) **Property Insurance**

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

If applicable<sup>1</sup>, the Consultant shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period. The Consultant shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
2. The Consultant shall require that any and all of its Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
3. Maintenance of such insurance and the performance by the Consultant of its obligations under this schedule shall not relieve the Consultant of liability under the indemnity provisions set forth in this Agreement, nor shall it limit liability of the Consultant to the limits of any insurance policy.
4. The CRD may take out and maintain the insurance required by this agreement at the cost of the Consultant if the Consultant is in default under this Agreement.

<sup>1</sup> Professional Liability insurance is only available to certain professions, such as Engineers and Geoscientists, Accountants, Architects, Planners, Insurance Brokers, Financial Planners, and the like.