PROVISION OF ENGINEERING SERVICES
FOR A DRAINAGE ASSESSMENT – KALITAN RD AREA

REQUEST FOR PROPOSAL 2026-05-ENG

March 26, 2026

The District is seeking consulting engineering services to complete a drainage assessment of the catchment running through the Kalitan Rd area in North Saanich. The successful proponent will evaluate current drainage catchment extents, current condition of existing drainage course components and provide recommendations for improvements for expected stormwater management capacities and performance.

This is not a tender. This is a non-binding Request for Proposal. The District reserves the absolute right to negotiate with one or more Proponents as it sees fit. Nothing in this RFP shall obligate the District to enter into a contract with any proponent.

This RFP is scheduled to close at:

RFP Closing Time:	**3:00 p.m. local time**
RFP Closing Date:	**Thursday, April 16, 2026**
Submitted to:	District of North Saanich Bonfire Portal https://northsaanich.bonfirehub.ca/opportunities
Submission Enquiries:	District of North Saanich Bonfire Portal https://northsaanich.bonfirehub.ca/opportunities

INSTRUCTIONS TO PROPONENTS

1.0 Submission Requirements

1.1 Proposals are to be submitted through the District of North Saanich Bonfire portal at: https://northsaanich.bonfirehub.ca/opportunities. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari or Mozilla Firefox. JavaScript and browser cookies must be enabled. Suppliers should contact the Euna support team at Support.Bonfire@eunasolutions.com for technical assistance.

1.2 Proposals should be received on the Bonfire portal no later than **3:00 p.m., Thursday, April 16, 2026.** Proposals will NOT be opened in public.

1.3 Proposals received and not conforming to Items 1.1 to 1.4 above may, at the District's discretion, be returned (unopened) to the *Proponent*(s) without consideration.

1.4 Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the District's needs in a more cost-effective manner. Proposals should be based on these Instructions and any Appendices issued.

1.5 All submissions are to clearly show the complete company name, address, telephone number, e-mail address, and name of the primary contact person(s).

1.6 All proposals submitted in person should include one (1) copy preferably in a bound 8½-inch x 11-inch format along with one (1) identical copy on a virus free data storage device (i.e. USB flash drive, etc.) in Adobe PDF format. No three-ring binders.

1.7 All submissions are to be in the English language.

1.8 All prices quoted are to be in Canadian (CAD) dollars and include all taxes, including provincial sales taxes, except GST, which shall be shown separately.

1.9 *Proponents* are solely responsible for any costs or expenses related to the preparation, submission, and presentation of proposals.

1.10 After the closing time and date, all documents received by the *District* become the property of the *District*. The successful *Proponent* will be required to assign any copyright to the *District.* The *District* will have the exclusive rights to copy, edit, and publish the material.

1.11 The awarding of a contract as a result of this Request for Proposal will not permit the successful *Proponent* to advertise the relationship with the *District* without the *District's* prior authorization.

1.12 Under no circumstances may the *Work* or any part thereof be subcontracted, transferred, or assigned to another firm, person, or company without the prior written authorization of the *District.*

1.13 If any director, officer or employee agent or other representative of a *Proponent* makes any representation or solicitation to any Councillor, officer or employee of

the *District of North Saanich* with respect to the Proposal, whether before or after the submission of the Proposal, the *District* shall be entitled to reject or not accept the Proposal.

2.0 Definitions

2.1 "District" or "DNS" means The District of North Saanich

2.2 "*Proponent*" means the entity submitting a proposal.

2.3 "*Consultant*" means the successful "*Proponent*".

2.4 "*Work*" means and includes anything and everything required to be done for the fulfilment and completion of this agreement.

3.0 Confidentiality and Freedom of Information

3.1 Your proposal should clearly identify any information that is considered to be of a confidential or proprietary nature (the "Confidential Information"). However, the *District* is subject to the provisions of the *Freedom of Information and Protection of Privacy Act.* As a result, while Section 21 of the Act does offer some protection for third party business interests, the *District* cannot guarantee that any Confidential Information provided to the *District* will remain confidential if a request for access in respect of your proposal is made under the *Freedom of Information and Protection of Privacy Act.*

4.0 Pricing & Payment

4.1 The items listed in the attached Terms of Reference are minimum features to be provided. *Proponents* may also provide separate pricing on additional elements they believe would benefit the *District* in meeting its goal.

4.2 All invoices paid as a result of this Request for Proposal will be paid as per the *District's* standard payment terms "current month's invoices will be paid net 30 days".

5.0 Cancellation

5.1 The *District* reserves the right to cancel this Request for Proposal at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any *Proponent* as a result of that cancellation.

5.2 The *District* reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 30 days written notice to the *Consultant* of such termination

and the *Consultant* will have no rights or claims against the *District* with respect to such termination. Cancellation would not, in any manner whatsoever, limit the *District's* right to bring action against the *Consultant* for damages for breach of contract.

6.0 Accuracy of Information

6.1 The *District* makes no representation or warranty; either expressed or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

7.0 Responsibility of Proponent

7.1 Each *Proponent* is responsible for informing themselves as to the contents and requirements of this RFP. Each *Proponent* is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal. The *District* will not be responsible for any loss, damage or expense incurred by a *Proponent* as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any *Proponent*.

7.2 The *District of North Saanich* may at any time prior to the closing date and time issue additional information, clarifications, or modifications to the RFP by written addenda via the *District of North Saanich* website. Information provided in the addenda shall supersede all previous information provided.

7.3 The District of North Saanich will endeavour to notify all Proponents of any such addenda as may be issued. By submitting a proposal the Proponent is deemed to have accepted and to abide by all addenda issued.

7.4 If a *Proponent* is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction should be submitted to the District's contact, in writing.

7.5 Only the written Request for Proposal and any addenda issued by the District should be relied upon by *Proponents* when preparing and submitting their proposals.

7.6 By submitting a proposal, the *Proponent* represents that it has the expertise, qualifications, resources, and relevant experience to perform the *Work.*

8.0 Enquiries

8.1 All questions and enquiries should be submitted in writing no later than three (3) working days prior to the closing date of the RFP.

8.2 Any questions regarding the submission of proposals should be entered on the Bonfire portal.

9.0 References

9.1 Your proposal should identify other projects for which your company has provided similar services. Please provide references stating organization name, contact name, e-mail, phone number, and fax number to support this.

9.2 The District shall have the right, but not the obligation to contact any references.

10.0 Indemnification

10.1 The successful *Consultant* hereby releases and shall indemnify and save harmless the *District*, its officers, employees, officials, agents, *Consultants* and representatives from and against any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability arising from:

a) errors, omissions or negligent acts of the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible in the performances of the *Services*;

b) the breach, violation or non-performance of this Agreement by the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible in the performance of the *Services*; or

c) personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or during the provision of the *Services* under this Agreement, including without limitation WorkSafeBC claims and assessments.

10.2 The release and indemnity contained in section 1.37 shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the District, its officers, employees, officials, agents, Consultants, or representatives.

10.3 The Consultant is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the Consultant, its officers, agents, members, employees, Consultants or subcontractors, or any other person for whom the Consultant is in law responsible.

10.4 The release and indemnity contained in section 1.37 shall survive the termination of this Agreement.

11.0 Insurance

11.1 The *Consultant* must submit to the *District,* upon acceptance of its proposal, the following:

a) Comprehensive General Liability Insurance in an amount not less than $2,000,000 with a provision naming the District as an additional insured and cross Liability clause;
b) A provision requiring the Insurer to give the District a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
c) Professional Liability Errors and Omissions Insurance in the amount of not less than $500,000 per occurrence and a minimum of $2,000,000 aggregate for all claims;
d) A copy of your current Certificate of Clearance from WorkSafeBC.

11.2 The Consultant shall provide and pay for all necessary insurances, licenses, and permits required for the performance of the Work and is responsible for any deductible amounts under the policies.

11.3 All insurances, licenses, and permits must remain valid for the term of the Work.

12.0 Declarations

12.1 In submitting a proposal the *Proponent* declares that:

- I (we) do not (or any related company) have any family, ownership, and operating relationships with the *District*, or any elected official, staff or other officials holding public office in the *District* and agree that the *District* reserves the right to reject any proposal that may be perceived to be in a conflict of interest.

- I (we) am (are) not or have not:

  a) an individual who has; or
  b) an individual who was a shareholder or officer of a company that has; or
  c) a company that has; or
  d) a company with a shareholder or officer who has; or
  e) a company that is, or was a shareholder of a company that is, or was a shareholder of a company that has; or
  f) a company that has a shareholder or officer who is also a shareholder or officer of another company that has;
  g) had a bid bond retained, or
  h) had all or part of a performance bond retained, or breached a contract with the *District*, or failed to complete its obligations under any prior contract with the *District* (or any other publicly funded jurisdiction or organization in British Columbia), or has been charged or convicted of an offence in respect of a *District* (or any other publicly funded jurisdiction or organization in British Columbia) contract.

13.0 Timing

13.1 Time is of the essence in carrying out the *Work.* The *Consultant* must commence the services in a timely manner and carry out the services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the *Consultant* and the *District* from time to time.

14.0 Regulations of Authorities Having Jurisdiction

14.1 All *Work* provided must be in accordance with all laws and regulations pertaining to the *Work*. The laws of the Province of B.C. shall govern this proposal and any subsequent contract resulting from this proposal.

15.0 Evaluation Criteria & Process

15.1 The *District* reserves the right to conduct pre-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.

15.2 Award of any contract resulting from this RFP may be subject to available funding, District of North Saanich Council approval, and other budget considerations.

15.3 No assumptions should be made that information regarding the *Proponent* or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the *Proponent*.

15.4 An evaluation committee made up of *District* staff will be reviewing proposal submissions. The *District* is entitled to accept for consideration any or none of the proposals submitted and will evaluate proposals based on the "best value" and not necessarily the lowest cost. The following are some of the key considerations that the *District* expects to take into account to determine best value:

	Description	Weight
1	**Qualifications & Experience –** Company experience, personnel qualifications, similar projects, references, etc.	25%
2	**Methodology –** Approach, initiative and innovation, demonstrated understanding of project requirements, etc.	30%
3	**Proposal –** Completeness, quality of schedule, overall quality and level of details submitted, value added services, etc.	15%
4	**Budget**	30%

TERMS OF REFERENCE

A. INTRODUCTION

The District manages a drainage course (previously known as Benes Creek) that drains a large catchment area centered on Birch Rd flowing northwesterly under Kalitan Rd to outlet in Deep Cove. Drainage improvements over the last 40 years have enclosed most of the watercourse north of Birch Rd through a combination of concrete box culvert and larger diameter corrugated metal pipe. A section east of Kalitan Rd has been left as open ditch due to past inability to acquire a statutory right of way over a property.

During the atmospheric river event of November, 2021 heavy flows washed debris to a trash rack at the downstream end of the open ditch. It subsequently over-topped the downstream inlet and caused overland flooding through properties to the west. Other intense rainfalls since this incident have also caused downstream flooding to a lesser degree.

The District would like an evaluation of the current system to determine condition and capacity to handle a major storm and reduce the likelihood of overland flooding from blockages. Recommendations for improvements and additional works are requested where modelling shows deficiencies.

B. OBJECTIVES

The first objective of this assignment is to evaluate the current system and drainage area (as described in Schedules B & C, attached). Mapping, as-builts, ortho photo and LiDAR data can be provided to help confirm extents of the catchment area to determine assumed flows. Visual inspection of the major system from the intersection of Birch and Chalet northwesterly through statutory rights of way to outlet at ocean will be made to confirm condition of existing components. Survey of pipe inverts, where feasible, will be made to confirm elevations and grades.

Secondly, a detailed modelling of the current system and assumed catchment area will determine any capacity concerns. The District's design standard for large diameter piped systems is based on a design storm of:

- Victoria Int'l Airport IDF for 25-year return period, 24-hour duration, using RCP 8.5 (projected year 2100).
- The District would also like the system evaluated at a 100-yr and 200-yr event.

Major overland flow routes will be determined for design storms that exceed pipe capacity.

Thirdly, recommendations for improvements to the system based on modelled capacity deficiencies, existing pipe condition, and additional construction required will be made to ensure it will perform to the expected standard and alleviate incidents of overland flooding due to blockages of open pipe sections. Consideration and evaluation of enclosing the open ditch section across 10985 Kalitan Road is required. The recommendations will be costed and prioritized for benefit to performance.

C. Resources

The following information can be made available to the Consultant to complete these tasks:

- GIS assets for general mapping and infrastructure (ESRI shapefiles)
- High resolution orthophotos for area of interest (2cm pixel resolution)
- LiDAR mapping information (July 2024, 247 points per square meter)
- Drainage Master Plan (2021) model file (PC SWMM .pcz file)
- As-built information from past projects (scanned as-built record drawings)

D. Project Scope

Key areas of concern for the District that the successful proponent shall address in the assessment are listed below. This is not necessarily a comprehensive list, and the proponent is encouraged to add any additional details or information that may further interest the District within the scope of work.

- Review all relevant documents, reports and studies.
- Prepare and submit a detailed work plan for the project.
- Conduct on-site investigation of existing conditions including:
    - Engineering survey of pipe inverts to confirm elevations, where accessible
    - CCTV inspection of pipes (NASSCO PACP standard), where accessible
- Model pipe system performance for assumed catchment area and for specified rainfall intensity and duration.
- Assess major drainage system for performance deficiencies in conveying flows from design storm.
- Assess major drainage system for improvements that could be made to reduce likelihood of overland flooding due to blockages in the system.
- Develop options, draft construction plans and high-level cost estimates for identified improvements, in the assessment area.
- Develop an implementation plan that prioritizes suggested improvements for benefit to system performance and reduction in flooding risk.
- Consideration and evaluation of enclosing the open ditch section across 10985 Kalitan Road.
- Prepare sealed construction drawings and tender quantities for recommended improvements as a MMCD tender-ready package.
- Provide optional pricing for contract administration of recommended improvements.

E. DELIVERABLES

Key deliverables for this assignment are expected to include (at a minimum):

- Schedule and chair a start-up meeting (in-person or online).
- Submission of a detailed work plan for the project.

- Preparation and presentation of a Draft Report (30% completion, PDF submission) detailing data collected, analysis undertaken, options evaluated, and guidance required by the District to complete the project scope.
- Preparation and presentation of draft recommended improvements (70% completion, PDF submission) that addresses all elements and considerations to improve found deficiencies in the major storm system.
- Submission of draft construction drawings and tender quantities for recommended improvements.
- Preparation and presentation of Final Report detailing data gathered, deficiencies found in system and recommended improvements and completion of a tender-ready MMCD package (drawings, form of tender, specifications).

F. Proposal Submission Requirements

1. Company Profile, Project Team Experience and Qualifications

- Company profile and project experience specifically as it relates to the subject work in comparably sized communities.
- The proposed project team's experience including recent and current relevant projects, that clearly demonstrates the proponent's ability to undertake the roles and deliverables and that the proponent has the capacity, reputation and experience required to successfully carry out the services anticipated by this RFP.
- A resume or curriculum vitae for each team member describing the team member's education and broader work experience, as it may pertain to the roles and deliverables anticipated in this RFP.
- An organizational chart for the project and a description of the proponent's proposed project organization, indicating key members/firms that will make up the project team, their roles and responsibilities and reporting relationships.

2. Methodology

- A summary of the proponent's understanding of the assignment and considerations, identifying contact points for information or discussion with the District or outside stakeholders.
- A brief work plan that addresses all scope elements identified in the Project Scope section and describes the proponent's proposed methodology for undertaking the assignment.
- Submissions shall include a project schedule in table format (Gantt chart or Excel format) and identify resources (including sub-consultants) required to undertake the work.

3. Budget

- Submissions must include a total upset fee to complete the Assessment (excluding GST), which will be compared to the project budget.

- The proponent's fee schedule for the Assessment shall include the following tabulated information:
  - The names and classification for all staff that would be assigned to this project. Those working for the consultant and those working for sub-consultants should be identified along with the type of tasks to be undertaken by the individuals.
  - Hourly rates for all staff to be included in the proposal.
  - Hours assigned to each staff member and sub-consultant for each of the identified list of tasks.
  - Disbursements.
  - Optional cost for contract administration and field inspection of proposed work assuming a three week tender period and a four week construction period.
  - Any other anticipated costs.

The District reserves the right to request and negotiate changes to any part of this RFP and any part of the proponent's submission including hourly rates. The District further reserves the right to select any proposal that is deemed to be in the best interest of the District or, conversely, to reject any or all proposals that are deemed not to be in the best interest of the District. Costs incurred by any proponent in association with the submission of a proposal in response to this RFP will not be reimbursed by the District.

G. Assessment Contract

1. Form of Contract

Upon acceptance of a proposal by the District, the work shall proceed under a Professional Services Agreement of which a draft form is included below as Schedule A. The successful proponent's proposal shall form a part of the Agreement.

SCHEDULE A

District of North Saanich
REQUEST FOR PROPOSAL No.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made
as of the ____ day of _____, 2025.

BETWEEN:

District of North Saanich
1620 Mills Road
North Saanich, V8L 5S9

(the "District")

AND:

(the "Consultant")

A. The District requires the professional services of the Consultant and desires to engage the Consultant to perform the services set out in this Agreement.

B. The Consultant has agreed to perform the services in accordance with the terms and conditions of this Agreement.

In consideration of the terms, covenants and conditions of this Agreement, the District and the Consultant agree as follows:

1.0 <u>CONSULTANT'S SERVICES TO THE DISTRICT</u>

1.1 The Consultant must provide and is responsible for the services outlined in a work plan submitted to the District by the Consultant in response to the Request for Proposal No. (the "Proposal") forming an integral part of this Agreement.

1.2 The Consultant may engage professional sub-consultants for the performance of specific tasks forming part of the Services, as approved in writing by the District. The sub-consultants may not be replaced without the prior written consent of the District.

1.3 The Consultant must administer, coordinate, and manage all services of sub-consultants, and is responsible for all work performed by the sub-consultants in relation to the Services and will pay all fees and disbursements of all sub-consultants.

1.4 The Consultant must perform the Services:

a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature;

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b) in accordance with current professional practices; and

c) in conformance with the latest design standards and codes applicable at the time of design.

1.5 The Consultant must furnish all personnel required to perform the Services, and all personnel must be competent and qualified to perform the Services.

1.6 Where specific personnel have been proposed by the Consultant for the performance of the Services, and have been accepted by the District, the personnel may not be replaced without the prior written consent of the District.

1.7 The Consultant must commence the Services in a timely manner and carry out the Services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the Consultant and the District from time to time.

1.8 Except as expressly and specifically permitted in these instructions to Consultant, no Consultant shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFO, and by submitting a proposal each Consultant shall be deemed to have agreed that he/she has no claim.

1.9 All services provided must be in accordance with all laws and regulations pertaining to the services. The successful Consultant will be responsible for acquiring and paying for all required licenses, permits, and approvals from authorities having jurisdiction including a valid District of North Saanich Business License. The laws of the province of B.C. shall govern this proposal and any subsequent contract resulting from this proposal.

2.0 BASIS OF PAYMENT TO THE CONSULTANT

2.1 In consideration of the Services performed by the Consultant to the satisfaction of the District, the District will pay the Consultant the fees and reimbursable expenses prescribed in Schedule “B” attached hereto and forming an integral part of this Agreement.

2.2 Payment to the Consultant will be based on hours worked by the employees of the Consultant multiplied by their hourly rates as indicated in the proposal and shall not exceed $ without prior written authorization from the District.

2.3 The limit on the fees to be paid by the District to the Consultant does not diminish the duties and obligations of the Consultant to provide the Services.

2.4 The Consultant shall submit invoices to the District representative or delegate on a monthly basis.

2.5 On each invoice the Consultant shall list the names, hours worked and pay rates of all employees of the Consultant or sub-consultants that have worked on the Services for the phase of the work plan.

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2.6 Attached to each invoice shall be copies of invoices for all disbursements claimed; confirmation of payments made to sub-consultants, and a brief report detailing work completed to date, work completed during the period covered by the invoice and work outstanding to complete the Services.

2.7 If the District does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, the District is not liable for interest charges in respect of the invoice for the period from the date the invoice is submitted until the date that the invoice is paid.

2.8 If the District approves the amount of an invoice, the District will cause the invoice to be paid on or before the 15th day of the month following receipt and approval of the invoice.

2.9 The Consultant must keep proper accounts and records of all costs and expenditures forming the basis of any billing to the District, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed.

2.10 The District is entitled to verify the accuracy and validity of all billing and payments made by auditing and taking extracts from the books and records of the Consultant.

3.0 CHANGES TO SCOPE OF SERVICES

3.1 The District may at any time vary the scope of work to be provided by the Consultant.

3.2 If the Consultant considers that any request or instruction from the District constitutes a change in the scope of the Services, the Consultant must advise the District within ten days in writing.

3.3 Without written advice within the time period specified, the District is not obligated to make any payments for additional fees to the Consultant.

4.0 INDEMNIFICATION

4.1 The Consultant shall at all times indemnify and save harmless the District and or any of its officers, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits, fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained by virtue of this Agreement or the exercise in any manner of rights arising under this Agreement except claims for damage resulting from the negligence of any officer, servant or agent of the District while acting within the scope of their duties of employment.

4.2 The Consultant is responsible for WorkSafe BC assessments relating to the Services under this Agreement and the work of its sub-consultants.

4.3 The Consultant indemnifies the District from and against all claims related to personal injury including death, property damage, losses, costs and expenses arising out of or related to the provision of the Services including WorkSafe BC claims and assessments.

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4.4 This release and covenant of indemnification shall survive the termination of this Agreement.

5.0 INSURANCE

5.1 At all times during this Agreement, the Consultant must maintain public liability and property damage insurance with an insurer satisfactory to the District in accordance with the following terms:

a) Comprehensive General Liability Insurance in an amount not less than $2,000,000 with a provision naming the District as an additional named insured and a Cross Liability clause;
b) A provision requiring the Insurer to give the District 15 days' notice of cancellation or lapsing or any material changes in the insurance policy;
c) The Consultant will obtain Professional Liability Insurance (errors and omissions) in the amount of not less than $1,000,000 per claim and no limit in the aggregate for all claims.

5.2 The Consultant must provide to the District, prior to the commencement of the Services, a certificate of insurance or other evidence which satisfies the District that the required insurance has been acquired and is in force.

5.3 The Consultant is responsible for any deductible amounts under the policies. Other than the additional insurance identified in clause 5.1, the cost of all insurance required by this contract shall be included in the Consultant's fees.

6.0 BUSINESS LICENSE

6.1 The Consultant must provide to the District, prior to the commencement of the Services and maintain throughout the term of this Agreement, a valid District of North Saanich Business License.

7.0 DISTRICT APPROVALS

7.1 No reviews, approvals or inspections carried out or information supplied by the District or its employees derogate from the duties and obligations of the Consultant, with respect to the services, and all responsibility for the services is the Consultant's.

8.0 TERMINATION

8.1 At any time, in its sole judgement, the District may terminate the services of the Consultant in whole or part by giving 10 days written notice to the Consultant signed by the (Department Head) or delegate.

8.2 If termination is not for cause, the Consultant shall be paid at the rate prescribed for all Services properly performed to the date of the delivery of the notice according to the terms of this Agreement, plus necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

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9.0 CONFIDENTIALITY

9.1 The Consultant acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which is confidential to the District, and the information is the exclusive property of the District.

9.2 The Consultant undertakes to treat as confidential all information received by reason of its position as Consultant, and agrees not to disclose it to any third party either during performance of the Services or after the Services have been rendered under this Agreement.

10.0 OWNERSHIP OF DOCUMENTS

10.1 All drawings, plans, models, designs, specifications, reports and other documents produced from the Services shall become the sole property of the District, and the District shall have the right to utilize all of them for its benefit in any way it sees fit without limitation.

10.2 If required by the District, the Consultant will assign any copyright of the product of the Consultant's Services and will obtain similar assignments from the sub-consultants.

11.0 TIME

11.1 Time is of the essence in carrying out the Services.

12.0 RESOLUTION OF DISPUTES

12.1 This Agreement shall be governed by the laws of the Province of British Columbia.

12.2 All matters in dispute between the parties in relation to this agreement shall be referred to the arbitration of a single arbitrator, if the parties so agree, or to three arbitrators failing such an agreement, in which case each party shall appoint one arbitrator, and the first two named shall choose the third arbitrator. Any arbitration shall be conducted in accordance with the Commercial Arbitration Act (British Columbia). The award and determination shall be binding upon the parties hereto and their successors and assigns.

12.3 The cost of arbitration will be borne equally by the parties.

IN WITNESS WHEREOF THE parties hereto have executed this Agreement
the _____day of _____, 2010.

The District of North Saanich
)
)
_____)
AUTHORIZED SIGNATORY
)
)
_____)

SAMPLE

WITNESS)

AUTHORIZED SIGNATORY	WITNESS
AUTHORIZED SIGNATORY	WITNESS

BETWEEN:

The District of North Saanich

AND:

SAMPLE

Schedule B - Extent of System

Print Date & Time
March 19, 2026
8:34 AM

Legend

- LTSA - Encumbrances
- North Saanich - Encumbrance
- Storm - Pipe Opening
- Storm - Outfall
- Storm - Clean Out
- Storm - Inspection Chamber
- Storm - Underground Dam
- Storm - Catch Basin
  - Curb Side Drain
  - In-Line Drain
  - Lawn Drain
  - Unknown
- Storm - Manhole
- Storm - Silt Trap
- Storm - Management System
- Storm - Lateral Line
- Storm - Main Line
  - Catch Basin Lead
  - Culvert
  - Ditch
  - Pipe
  - Swale
  - Unknown
- Storm - Graphics

1: 1,250

64 0 32 64 Meters

NAD_1983_UTM_Zone_10N

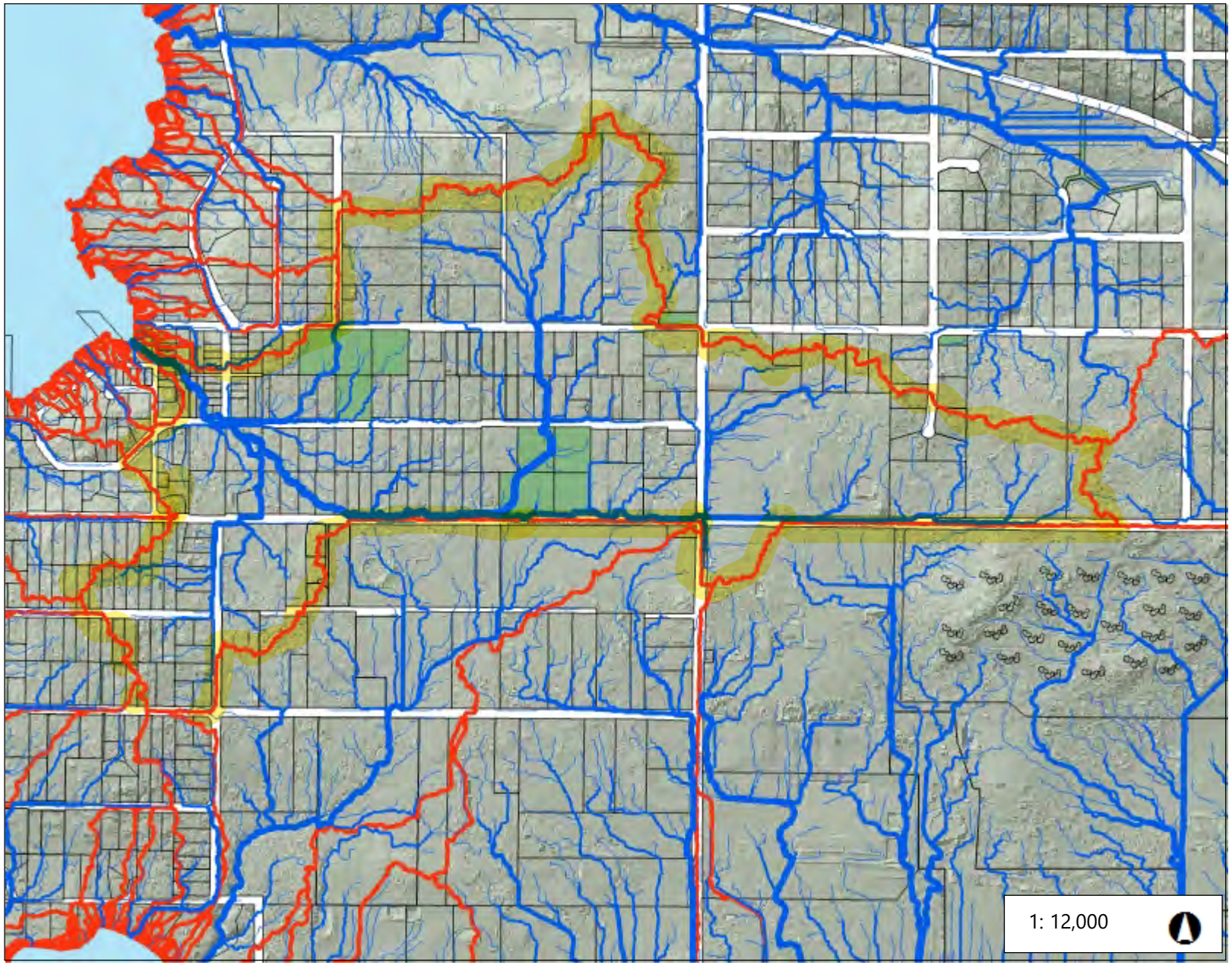
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Schedule C - Assumed Catchment

Print Date & Time
March 18, 2026
9:42 AM



Legend

Stream_Order_5000

- 1
- 2
- 3
- 4
- 5

Watershed_Catchments

610 0 305 610 Meters

NAD_1983_UTM_Zone_10N

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Notes