

APPENDIX D

INSURANCE REQUIREMENTS

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Contractor's Insurance

The Contractor shall obtain, maintain, pay the premium(s) and any deductibles for, and provide evidence of the following insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the Town.

Single Project Wrap-Up Liability insurance with limits of not less than \$10,000,000.00. The Wrap-Up Liability insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises and operations; property damage; products; contingent employers liability; cross liability and severability of interest clauses, products and completed operations coverage (minimum 24 months). This Wrap-Up Liability insurance policy shall be the primary insurance coverage in all cases for all risks of liability associated with the construction operations of this Project, Owner's & Contractor's Protective and a Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The following parties shall be included as Additional Insured parties on the Single Project Wrap-Up Liability insurance policy:

- the Owner
- General Contractor
- Trade Contractors
- Subcontractors
- Employees
- Agents
- Architects
- Landscape Architects
- Engineers
- Consultants
- Planners
- Project Managers
- York Region
- the TRCA
- the Ministry of Natural Resources (Ontario)

Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Contractor, and shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

Contractors' Equipment Insurance

All Risks Contractors' Equipment coverage, insuring the full amount of the Contractor's equipment, including all owned, non-owned, mobile equipment and temporary facilities used by the Respondent's contractors for the performance of the Work.

Contractor's Pollution Liability Insurance

Contractor's Pollution Liability insurance is required with limits of not less than \$5,000,000.00 with the Owner added as an Additional Insured. This policy shall be maintained from the commencement of the Work until Substantial Performance of the Contract has been attained, as set out in the Certificate of Substantial Performance, with an extended reporting period of 24 months from the date of Substantial Performance of the latest improvement.

The form of Contractor's Pollution Liability may be an occurrence or claims-made form. Should the policy be on a claims-made form, the Contractor must provide a two-year extended reporting period.

Professional Liability Insurance

Professional Liability Insurance coverage from anyone providing a professional service in connection with the contract such as architects, planners and engineers of at least Two Million Dollars (\$2,000,000.00). Such insurance shall be kept in force during the construction of each of the improvements and the Owner reserves the right to require such insurance to be kept in force for five (5) additional one (1) year terms following the date of total completion of each of the improvements.

Builder's Risk Insurance

All Risks Builder's Risk insurance or Installation Floater insuring not less than the sum of the amount of the Bid Price and the full value of Products that are specified to be provided by the Owner for incorporation into the Work. The Contractor and the Owner shall be Named Insureds on the policy. This policy shall be maintained from the commencement of the Work until Substantial Performance of the Contract has been attained, as set out in the Certificate of Substantial Performance.

The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and itself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Owner may decide in accordance with the General Conditions of the Contract.

The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract in respect of Work performed prior to the date of the occurrence of the loss or damage, the amount at which the Owner's interest in restoration of the Work has been appraised to the extent paid by the insurer, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of the General Conditions of the Contract.

The Owner will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the Single Project Wrap-Up Liability, General Aggregate and Automobile Liability limits noted above.