

SCHEDULE A - INSURANCE REQUIREMENTS

These insurance requirements form part of the special terms and conditions of contract or are a full and complete replacement of the GC 11.1 of the CCDC2 and 5B Contract.

11.0 The General Contractor shall at its sole cost and expense, obtain and maintain in full force and effect at all times throughout the term or extended term(s) of this Contract, *and for a 24 month period following completion of the Project Works*, insurance satisfactory to the City with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. The General Contractor shall be responsible for payment of all policy premiums and amounts within the deductible or self-insured retention under each policy of insurance. All insurance policies required pursuant to this Section 11.0 shall be primary and shall not call into contribution any insurance available to the City and any indemnified persons.

The insurance shall include but not be limited to:

- (a) **Commercial General liability insurance** in respect of the Project Works and all operations of the General Contractor as outlined in this Contract against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Contractor, their respective employees, servants, agents, contractor's, invitees, licensee's, or sub-contractors, to the inclusive limit of not less than **Ten Million (\$10,000,000)** Dollars per occurrence, or such other amounts as the City may in its discretion determine from time to time. Such insurance shall specifically state by its wording or by endorsement that the following coverage is included:
 - (i) the City and all Indemnified Party's are added as additional insured under the policy with respect to the operations and obligations of the Contractor and their performance of the work as outlined in this Contract;
 - (i) Blanket contractual liability, owner's and contractor's protective liability, broad form products and completed operations coverage, broad form property damage, contingent employer's liability, and employees as additional insured, and **sudden and accidental pollution liability (minimum of 120 hours discovery and reporting)**;
 - (ii) Non-owned automobile Liability Insurance with a minimum limit of liability of Five Million (\$5,000,000) Dollars per occurrence in respect of vehicles not owned by the General Contractor, that are used or operated on its behalf for the performance of the Project Works;
 - (iii) **If applicable**, where the General Contractor or their subcontractors utilize crane operations, the General Contractor will be responsible for ensuring

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Hoist, Crane and Hook liability coverage is available for the Project Works in the amount of the value of the equipment being lifted at any one time during the performance of the work and not less than **Two Million (\$2,000,000) Dollars** per occurrence;

- (iv) No **"XCU" coverage** exclusion - provides coverage for property damage or injury related to construction works such as excavation, pile driving, blasting, vibration, shoring, underpinning, demolition, weakening of support of any property, building or land, collapse, explosion due to mechanical equipment, and underground works;
 - (v) Includes coverage for Project Works that contemplate the handling of **asbestos**;
 - (vi) Unless otherwise approved by the City, the General Contractor's **deductible** or self-insured retention on Commercial General Liability coverages shall not be more than \$100,000;
 - (vii) the policy contains a **cross-liability and severability of interests** clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (viii) a **waiver of subrogation** rights which the insurers may have against the City and any indemnified persons and against those for whom it is in law responsible.
- (b) **All Risk Property insurance and/or Installation Floater insurance** coverage on a replacement cost basis in such amounts as required to adequately insure the General Contractor's property, equipment or machinery and other such property in the care, custody and control of the General Contractor or used by the General Contractor in the delivery of Project Works and their operations thereon, as well as property kept off-site or while in transit. The policy shall cover that portion of the Project Works to be constructed, installed, altered, or repaired by the General Contractor. The policy shall contain a waiver of rights of subrogation against the City and any indemnified persons.
- (c) **Automobile liability insurance** with limits of not less than **Five Million (\$5,000,000.00) Dollars** per occurrence. The policy must provide coverage for bodily injury or property damage arising out of the ownership, use or operation of all owned and/leased automobiles of the General Contractor. **NOTE: It is the**

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responsibility of the General Contractor to obtain evidence of Automobile Insurance as stated above for any and all automobiles owned, and/or leased by contractors or subcontractors and used in the performance of the works, as outlined in this Agreement.

- (d) **Environmental Impairment Liability or Contractor's Pollution Liability** insurance covering all operations as described in this Contract including coverage for loss or claims arising from a pollution condition resulting from covered operations. Such policy shall provide coverage for claims for bodily injury, property damage, clean-up costs and related legal defense expenses for pollution conditions that result from, or are disrupted by, the services rendered in connection with the Project Works. Coverage shall include extensions for transported cargo and off-site disposal. This policy shall have limits of not less than **Two Million (\$2,000,000) Dollars** and shall remain in force throughout the term of this Contract and for a period of at least 12 months following the expiry of the Term.
- (e) The General Contractor shall place or cause to be placed by each professional engineer or other professional consultant it retains in connection with the Project Works, **Professional Liability Insurance or Errors and Omissions Insurance** in an amount of not less than **Two Million (\$2,000,000) Dollars** per claim and coverage shall continue for twelve (12) months following completion of the Project Works.
- (f) **Broad Form Builders Risk or Course of Construction insurance** which covers the Place of Work for the full amount of the Contract Price, inclusive of all change orders that increase the project price, plus the full value of any optional features or other options that the City elects to order. Such policy shall:
 - (i) Provide broad form all risks coverage of direct loss or damage (including vandalism, theft and sinkhole) on a full replacement cost basis;
 - (ii) be in force and be maintained from the commencement date of the *Contract* until the day of issue of the certificate of ***Substantial Performance of the Work***;

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- (iii) apply to all *Products*, labour, equipment and supplies of every nature, the property of the *City* or *Contractor* or for which the *City* or *Contractor* may have assumed responsibility (whether on site, an alternate site or in transit), that is to be used in or pertaining to site preparation, and the erection, fabrication, construction, reconstruction, re-modeling or repair of any building, structure, other fixture or thing;
- (iv) include the installation, testing and any subsequent use of machinery and equipment, including boilers, pressure vessels or vessels under vacuum;
- (v) include damage to the *Work* caused by an accident to or the explosion of any boiler or other pressure vessel or equipment forming part of the *Work*;
- (vi) include off-site storage, transit and installation risks;
- (vii) include flood and earthquake insurance;
- (viii) include coverage for loss of income, extra expense and/or expediting expense if such exposures exist;
- (ix) be subject to a waiver of coinsurance;
- (x) include By-Laws and Professional Service Fees Coverage;
- (xi) include Sewer Back-up Coverage and overland flooding;
- (xii) include Off Premises Service Interruption coverage (24 hour waiting period);
- (xiii) permit use and occupancy of the *Project*, or any part thereof, where such use and occupancy is for the purposes for which the *Project* is intended upon completion;
- (xiv) be endorsed to cover any ownership interest of the *City*;
- (xv) unless otherwise approved by the *City*, provide for a deductible of not more than \$250,000;
- (xvi) provide that in the case of a loss or damage, payment shall be made to the *City* as their interest may appear. The *Contractor* shall act on behalf of the *City* for the purpose of adjusting the amount of such loss or damage payment with the insurer. 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

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that the *Contractor* shall be entitled to a reasonable extension of *Contract Time*; and

- (xvii) Property Insurance with respect to loss or damage (including fire, theft, burglary, etc.) of the *Contractor's* own property and property in its care, custody and control, including its equipment, tools and stock, used in connection with the *Contract*.

- (g) **If applicable**, where the General Contractor or their subcontractors utilize manned or unmanned aircraft operations, the General Contractor will be responsible for ensuring **Aviation Liability or Unmanned Aerial Vehicle (UAV or Drone) Insurance** is available for the Project Works with respect to owned and non-owned aircraft, or for remotely piloted aircraft systems/unmanned aircraft systems covering third party bodily injury and property damage with limits not less than **Two Million (\$2,000,000) Dollars** per occurrence. ***Note: A copy of the pilot's Transport Canada Special Flight Operations Certificate (SFOC) is also required.***

11.2 All relevant policies must:

- i) include the City and all Indemnified Party's as additional insured(s) with respect to the operations and obligations of the Contractor and their performance of the Project Works as outlined in this Contract – *Note: Automobile and Professional Liability Insurance are exempt from this requirement;*
- ii) contain cross liability and severability of interest provisions, as may be applicable;
- iii) preclude subrogation claims against the *Owner* and any other person insured under the policy; and
- iv) provide that at least 30 days prior written notice (15 days in the case of standard form automobile liability insurance, and 15 days in the event of non-payment of premiums) shall be given to the *Owner* by the insurer or Contractor before the insurer or *Contractor* takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

- 11.3 The *City* reserves the right to require the *General Contractor* to purchase such additional insurance coverage as the *City* may reasonably require. The *City* reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, Contract value, industry standards, and availability of insurance, as the *City* may reasonably require from time to time. Where such a right is exercised by the *City*, the *City* will compensate the *General Contractor* for any resulting increase in

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applicable insurance premiums only where the *General Contractor* can establish to the satisfaction of the *City*, acting reasonably, that such increase in applicable insurance premiums for the insurance required pursuant to the *Contract* does not result from the actions or omissions, negligence, claims history or reassessment by the insurer of the insurable risk posed by the *General Contractor*.

- 11.4 The *General Contractor* shall pay all premiums on the policies as they become due provided that the *City* may pay premiums as they become due and deduct the amount thereof from monies due from the *City* to the *General Contractor* should the *Contractor* fail to do so.
- 11.5 The *General Contractor* shall deposit with the *City* such evidence of its insurance policies required under Contract at the time of execution of the Contract and thereafter during the term of the *Contract*, no later than 20 Working Days prior to the renewal date of each applicable policy, a Certificate of Insurance acceptable to the Risk Manager and originally signed by an authorized insurance representative confirming thereon relevant coverage information including but not limited to the Contract name and description, name of insurer, name of insurance broker, name of insured, name of additional insured's as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or at the *City's* election, a certified copy of the insurance policy or policies required under this Contract. The *General Contractor* shall ensure that the certificate holder is identified on each certificate of insurance as the *City* as follows:

Attention:
Procurement Services Section,
300 City Centre Drive,
Mississauga, Ontario, L5B 3C1,
File No.: PRC005197

or at such other address as the *Owner* may advise in writing, and that all certificates, cancellation, non-renewal or adverse change notices are mailed to that address.

- 11.6 The *General Contractor* shall not do or omit to do anything that would impair or invalidate the insurance policies.
- 11.7 Delivery to and examination or approval by the *City* of any certificates of insurance or policies of insurance or other evidence of insurance does not relieve the *Contractor* of any of its indemnification or insurance obligations under the *Contract*. The *City* is not under a duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance, nor to advise the *Contractor* in the event such insurance coverage is not in compliance with the requirements set out in the *Contract*.

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- 11.8 The *General Contractor* shall promptly investigate claims reported to the *Contractor* by a third party or by the *Owner*. The *General Contractor* shall make contact with the claimant within forty-eight (48) hours of the *General Contractor's* receipt of notice of a claim. The *General Contractor* shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) *Working Days* of the notice. The *General Contractor* shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the *General Contractor* agrees to report the claim to its insurer for further review and response to the claimant. Should the *General Contractor* fail to follow this procedure, the *City* may investigate and resolve such claims, and offset the resultant costs against any monies due to the *General Contractor*, from time to time, under the *Contract*.