

## **Annex E – Insurance Terms**

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### **1 General**

#### **1.1 Insurance Contracts**

1. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements contained herein. Coverage must be placed with an Insurer licensed to carry out business in Canada.
2. Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policies required herein must be in force and be maintained throughout the duration of the Contract.
3. The insurance policies must be endorsed to provide Canada and any additional insured with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.
4. The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.
5. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **1.2 Proof of Insurance**

1. Before commencement of the Work, but no later than thirty (30) days after the date of award of the contract, the Contractor must deposit with Canada a correctly completed Certificate of Insurance (form attached herein).
2. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

#### **1.3 Insurance Proceeds**

1. In the case of a claim payable under an insurance contract maintained by the contractor pursuant to these Insurance Terms, the proceeds of the claim must be paid by the insurer directly to the claimant.
3. The Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

### **2 Wrap-Up Liability**

#### **2.1 Scope of Policy**

1. The insurance coverage provided must be primary to all other insurance policies and must not be substantially less than that provided by the latest edition of IBC Form 2100, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.
2. The policy must include an extension for a standard provincial and territorial form of non-owned automobile liability policy.

3. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting.
  - (b) Pile driving and caisson work.
  - (c) Underpinning.
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
4. The Contractor must be responsible to provide and maintain policies for the duration of the contract and for any option or extension of the contract term. The first policy issued must provide coverage for the initial contract term.
5. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards for a period of at least two (2) years beyond completion of the work.

## **2.2 Amount of Insurance**

1. The policy must have the following minimum limits:
  - (a) \$50,000,000 Each Occurrence Limit; and
  - (b) \$50,000,000 Products/Completed Operations Aggregate Limit.
2. Umbrella or excess liability insurance may be used to achieve the required limits.

## **2.3 Deductible**

The policy must be issued with a deductible amount of not more than \$25,000 per occurrence applying to property damage claims only.

## **2.4 Insured**

1. The policy must insure the Contractor and must include, as additional insured:
  - (a) Canada, represented by Public Works and Government Services Canada;
  - (b) Any Consultant; and
  - (c) Any Subcontractor at any tier performing any part of the Work.
2. The Insurer must provide a waiver of subrogation against any named or additional insured.

## **3 Commercial General Liability**

### **3.1 Scope of Policy**

1. The insurance coverage provided must not be less than that provided by the latest edition of IBC Form 2100, and must have a \$5,000,000 Each Occurrence Limit and a \$5,000,000 Products/Completed Operations Aggregate Limit.
2. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards for a period of four (4) years, beyond the two (2) years coverage provided by the Wrap-Up Liability policy.

### **3.2 Insured**

The policy must insure the Contractor and must include Canada, represented by Public Works and Government Services Canada as additional insured, with respect to liability arising out of the operations of the contractor with regard to the work.



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

## CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE

To be completed by the Insurer's authorized representative (Officer, Agent, Broker)  
À être complété par le représentant autorisé de l'assureur (Cadre, Agent, Courtier)

Description and Location of Work – Description et emplacement des travaux <b>Real Property 2 – National Capital Region</b> <b>Property Management Services, Project Delivery Services and Optional Services</b>	Contract No. N° de contrat
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Name of Insurer, Broker or Agent – Nom de l'assureur, du courtier ou de l'agent	Address (No., Street) – Adresse (N°, rue)	City – Ville	Province	Postal Code – Code postal
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Name of Insured (Contractor) – Nom de l'assuré (Entrepreneur)	Address (No., Street) – Adresse (N°, rue)	City – Ville	Province	Postal Code – Code postal
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Additional Insured (all policies) – Assuré additionnel (toutes les polices) <b>Canada, represented by Public Works and Government Services Canada - Le Canada, représenté par Travaux publics et Services gouvernementaux Canada</b>
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Additional Insured (Wrap-Up Policy) – Assuré additionnel (Police wrap-up) <b>Any Consultant and any Subcontractor, at any tier, performing any part of the Work – Tout expert-conseil et tout sous-traitant, à tout niveau, effectuant toute partie des travaux</b>
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Type of Insurance Genre d'assurance	Company and Policy Number Compagnie et Numéro de la police	Inception Date Date d'effet	Expiry Date Date d'expiration	Limits of Liability Plafonds de garantie	
Commercial General Liability Resp. civile des entreprises				Per Occurrence Par sinistre	Compl. Operations Aggregate Global - Risque après travaux
Umbrella/Excess Liability Responsabilité complémentaire				\$	\$
				\$	\$
Wrap-Up General Liability Responsabilité civile wrap-up				\$	\$
Umbrella/Excess Liability Responsabilité civile complémentaire				\$	\$
				\$	
				\$	

I certify that the above policies were issued or made by insurers in the course of their insurance business in Canada and include the applicable insurance coverages and provisions as stated in the contract.

J'atteste que les polices ci-dessus ont été établies ou publiées par des assureurs dans le cadre de leurs activités d'assurance au Canada et que ces polices comprennent les garanties et dispositions applicables telles qu'indiquées au contrat.

Name of person authorized to sign on behalf of Insurer(s) – Nom de la personne autorisée à signer au nom de(s) l'assureur(s)	Telephone Number – Numéro de téléphone
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Signature	Date (Y - A M D - J)
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