

Contract Amendment #1 – HVAC System Inspections, Maintenance, and Repairs (Granville Island)

Issue Date: May 30, 2017

Amendment #1 will DELETE **Article 8. Insurance** as follows:

Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- a) cross liability including severability of interest
- b) personal Injury
- c) broad form completed operational
- d) broad form property damage
- e) blanket contractual
- f) employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- g) non owned automobile liability
- h) Canada Mortgage and Housing Corporation to be added as additional insured
- i) 30 days prior written notice of cancellation to Granville Island Administration Office, 1661 Duranleau Street, 2nd Floor, Vancouver, British Columbia, V6H 3S3
- j) Contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFQ).

Automobile Insurance: The Contractor will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000. Third Party Liability for all motor vehicles used by the Contractor in the performance of this Contract.

Other conditions: If there are material changes in the scope of Services provided under this Agreement, CMHC may, via the Service Level Change Procedures, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by the Contractor pursuant to Section 4.23 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under Section 4.23. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in Section 4.23 intends to cancel, or intends to make or has made a material change to, any insurance referred to in Section 4.23. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 4.23, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

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And REPLACE with the following *Article 8. Insurance*:

8. INSURANCE

(a) Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal Injury
- broad form property damage
- broad form completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFQ).

(b) Installation Floater

The Contractor will provide and maintain an Installation Floater with an insurer licensed to do business in Canada in an amount not less than the value of the equipment/material being installed. (*With no testing or commissioning exclusion*).

(c) Contractor's Equipment/tools Insurance

The Contractor will provide and maintain Contractor's Equipment Insurance with an insurer licensed to do business in Canada covering all equipment/tools owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage in an amount not less than the value of the equipment.

(d) Automobile Insurance

The Contractor will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 Third Party Liability for all motor vehicles used by the Contractor in the performance of this Contract.

(e) Other conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by the Contractor pursuant to this Section 8 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor insurance and shall not contribute to it.

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All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 8. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 8.

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 8, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.