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PROGRAM BULLETIN

Vol. 18:1:09
May, 2009

ATTENTION: CHIEF FINANCIAL OFFICERS/RISK MANAGERS OF HEALTH CARE PROTECTION PROGRAM (HCPP) COVERED ENTITIES

SUBJECT: CONSTRUCTION COVERAGE RISK MANAGEMENT-HEALTH CARE PROTECTION PROGRAM (Revised)
This Program Bulletin is in follow up to, and replaces information previously provided under, Program Bulletin Vol.17:1:08, January, 2008

The Risk Management Branch (RMB) is the central agency responsible for providing risk management and insurance advice to BC ministries and the broader provincial public sector. RMB has negotiated with representatives from the construction industry, including architects and engineers, to develop insurance and indemnification terms for the new Canadian Construction Document Committee Contract CCDC 2 – 2008, the recommended form of contract for new construction and/or renovations. RMB has also arranged an owner-controlled course of construction and wrap-up liability insurance program (the “Construction Insurance Program”) for the ministries and provincial public sector – which includes health, education and crown corporations.

For health, all construction projects greater than \$1,000,000 in value must be reported to HCPP. HCPP will ensure the insurance coverage is placed in accordance with the Construction Insurance Program. Projects less than \$1,000,000 should usually be insured by the contractor, except in those cases where there are high-hazard or unusual exposures. Please refer to HCPP for guidance on insurance for projects which are high hazard or have unusual exposures.

Reporting construction projects to HCPP is critical in managing the risks of construction as well as those in the procurement and contracting stages. HCPP will maintain a construction project registry in coordination with the Health Care Agencies (HCAs) and the Ministry of Health to ensure that coverage is placed such that no projects go uninsured, underinsured or insured inconsistently with the Construction Insurance Program.

The insurance and indemnification terms for the CCDC 2 – 2008 negotiated by the RMB are discussed further below. Also discussed below are the insurance and indemnification terms for the AIBC 6C 2006 and RAIC6 2002 contracts used when HCAs are retaining the services of Architects, Engineers or other professional Consultants.

General Contractor, Contractor and Sub-trades

a) Construction Projects with an Estimated Project Cost* of Less than \$1,000,000.00

Construction projects costing **less than \$250,000.00** are generally maintenance or small renovations projects. These projects must be contractor-insured providing replacement cost coverage for the materials forming part of the work and liability coverage with limits of no less than \$2,000,000.00.

Construction projects costing **more than \$250,000.00 but less than \$1,000,000.00** must also be contractor-insured providing replacement cost coverage for the materials forming part of the work and liability coverage with limits of no less than \$5,000,000.00.

For use in these instances we attach, as Schedule A, the Insurance and Indemnification Clauses to be included in supplementary conditions to the Canadian Construction Documents Committee CCDC 2 – 2008 Contract for all construction projects costing less than \$1,000,000.00.

For projects costing less than \$1,000,000.00 where you do *not* anticipate use of the 2008 Canadian Construction Documents Committee (CCDC) 2 documents, please contact HCPP in order to ensure that appropriate insurance and indemnification language is used within the proposed contract and that risk management issues are properly addressed.

Where there is a concern about the contractor's ability to meet the insurance requirements, HCAs should consult with HCPP.

Please note: For construction projects costing less than \$1,000,000.00 involving hazardous activities such as shoring, blasting, underpinning or demolition HCAs should contact HCPP to ensure insurance and risk management issues are properly addressed.

****Estimated Project Cost means the total cost of Project excluding the cost of land (e.g. all materials, labour, consulting fees, etc).***

b) Construction Projects With an Estimated Project Cost of \$1,000,000.00 or Greater

All construction projects costing \$1,000,000.00 or greater must be owner-insured.

As noted above, the Risk Management Branch (RMB) has arranged a province-wide owner-controlled Construction Insurance Program for the benefit of provincial agencies, including HCAs. The Construction Insurance Program provides All Risks Course of Construction coverage (also called Builder's Risk coverage) for materials forming part of the work and Wrap-up Liability coverage. Wrap-up Liability provides general liability coverage to the owner as well as the contractor, sub-contractors, architects, engineers and consultants performing part of the work.

For use in these instances we attach, as Schedule B, the Insurance and Indemnification Clauses to be included in supplementary conditions to the CCDC 2 – 2008 contract where the project is insured by the owner and has a total value of \$1,000,000.00 or greater.

It is necessary for HCAs to make application under the Construction Insurance Program for each project and, accordingly, we attach (as Schedule C), a required Construction Insurance Underwriting Questionnaire. You must submit the completed questionnaire at least THREE (3) WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION to allow HCPP time to place the project with insurers. It can be faxed to HCPP at 250-356-6222 or scanned and e-mailed to HCPP@gov.bc.ca. HCAs are directed to contact HCPP at 250-356-1794 if you have any questions about placing insurance under the Construction Insurance Program.

c) Projects carried out in high density, urban centres

Projects carried out in high density, urban centres may expose adjacent structures and their occupants to loss. In these instances, liability insurance limits higher than the Ten Million (\$10,000,000.00) contained in the insurance clause of Schedule B may be required. **HCAs should contact HCPP prior to undertaking projects which are carried out in high density, urban centres in order that increased limits under the Construction Insurance Program can be negotiated.**

Architects, Engineers and other professional Consultants

Where Architects, Engineers and other professional Consultants are engaged in the design or management of a construction project, HCAs are required to ensure these professionals are sufficiently insured for loss arising out of errors and omissions related to the delivery of professional services.

The AIBC Standard Form of Contract between Client and Consultant Contract 6C 2006 (AIBC 6C 2006) and The Canadian Standard Form of Contract for Architectural Services Document Six, 2002 and/or 2006 (RAIC 6 2002 and/or 2006) are commonly used within the industry and among the HCAs.

In instances when the HCA enters into a contract with a consultant, we attach Schedule D1 (Insurance and Indemnification Clauses to be included in supplementary conditions to AIBC 6C 2006 and RAIC6 2002) and D2 (Insurance and Indemnification Clauses to be included in supplementary conditions to RAIC6 2006). These clauses, to be inserted into supplementary conditions, **also delete a limitation of liability that is unacceptable to the Province.**

Where you do *not* anticipate use of either the Client and Consultant Contract 6C 2006 (AIBC 6C 2006) or The Canadian Standard Form of Contract for Architectural Services Document Six, 2002 and/or 2006 (RAIC 6 2002 and/or 2006), please contact HCPP in order to ensure that appropriate insurance and indemnification language is used within the proposed contract and that risk management issues are properly addressed.

Design Build Projects and Other Projects Requiring Special Attention

The contract and insurance considerations associated with design-build projects and other projects requiring special attention may require insurance and indemnification language different from that in the attached Schedules. (Examples of projects requiring special attention include, but are not limited to, those with a pollution exposure [i.e. asbestos abatement contracts] and those with significant demolition aspects.) Construction Managed (Construction Manager as “Constructor” or Construction Manager “At Risk”) and Public Private Partnership (P3) agreements also present unique insurance and risk challenges that require special attention. Accordingly, it is important to contact HCPP at the early stages of planning for these projects, prior to the RFP stage, in order to ensure that appropriate contract, insurance and indemnification provisions are in place.

Evidence of Coverage

When requesting evidence of coverage from contractors, architects, engineers and consultants it is important to ensure that the terms of the contract have been met and are detailed in the evidence provided. We attach, as Schedule E, a Certificate of Insurance to be provided to the contractor that must be completed by his or her insurance broker or agent. If the evidence of coverage presented to you is in a form other than the attached Certificate of Insurance, careful scrutiny is required to ensure all the contractual obligations are met.

HCPP is available to assist HCAs in reviewing any such evidence provided.

Capital Construction Procurement Checklist

HCAs are reminded that all public sector agencies are responsible for acquiring and managing their own capital construction and complying with government’s capital policy as described in the Capital Asset Management Framework (CAMF). In August of 2007, the Ministry of Finance published the Capital Construction Procurement Checklist which provides that, as part of an overall audit process, the preparation of construction contracts must adequately reflect selected risk allocation. Criteria include that “appropriate standard insurance forms provided by Risk Management Branch, Ministry of Finance (RMB) are used, or, if not, revisions are approved by RMB.” The forms in the attached Bulletin meet these criteria and are approved by RMB.

PRIOR TO BEGINNING THE TENDERING PROCESS FOR AN ANTICIPATED CONSTRUCTION PROJECT, HCAs ARE ADVISED TO CONTACT HCPP TO DISCUSS THE PARTICULARS OF THE SPECIFIC PROJECT AND DETERMINE WHAT ASPECTS OF THE PROJECT, IF ANY, REQUIRE SPECIALIZED ATTENTION.

Insurance and Indemnification Clauses
(to be included in Supplementary Conditions to the CCDC 2 – 2008
Contracts for Health projects with an Estimated Project Cost of less than
\$1,000,000.00 Insured by the Contractor)

MODIFICATIONS TO GENERAL CONDITIONS

GC 11.1—INSURANCE, replace entirely with the following:

11.1.1 The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Owner:

(a) **Commercial General Liability Insurance** in an amount not less than:

- Two Million Dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage for projects less than Two Hundred and Fifty Thousand Dollars (\$250,000.00); or
- Five Million Dollars (\$5,000,000.00) inclusive per occurrence against bodily injury and property damage for projects greater than Two Hundred and Fifty Thousand Dollars (\$250,000.00) but less than One Million Dollars (\$1,000,000.00).

The Owner is to be added as an additional insured under this policy. Any deductible applicable to property damage shall not exceed Five Thousand Dollars (\$5,000.00) or such other reasonable deductible. Such insurance shall include, but not be limited to:

- .01 Products or Completed Operations Liability;
- .02 Owner's and Contractor's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent Employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as Additional Insureds;
- .09 Broad Form Property Damage;

- .10 Broad Form Completed Operations;
- .11 Elevator and Hoist Liability;
- .12 Operation of Attached Machinery;

and where such further risk exists:

- .13 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable; and
 - .14 Limited Pollution Liability in an amount not less than Two Million Dollars (\$2,000,000.00).
- (b) **Property** insurance which shall cover, on a replacement cost basis, all property, of every description, to be used in the construction of the Work, against “All Risks” of physical loss or damage, including earthquake and flood, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the Owner, and shall contain a waiver of subrogation against the Owner. Any deductible shall not exceed Five Thousand Dollars (\$5,000.00) or such other reasonable deductible for each and every occurrence except for the peril of flood, which may include a maximum deductible of Ten Thousand Dollars (\$10,000.00), and earthquake, which may include a maximum deductible of Ten Percent (10%) based upon completed values at the time of loss.
- (c) **Automobile Liability** on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000.00).
- (d) **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.
- 11.1.2 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Owner.
- 11.1.3 The Contractor shall provide the Owner with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in the form of the Owner’s Certificate of Insurance (copy attached – Schedule E). When requested by the Owner, the Contractor shall provide certified copies of required insurance policies.

- 11.1.4 All required insurance shall be endorsed to provide the Owner with thirty (30) days advance written notice of cancellation or material change.
- 11.1.5 The Contractor hereby waives all rights of recourse against the Owner with regard to damage to the Contractor's property.
- 11.1.6 The Contractor shall require and ensure that each Subcontractor maintain liability insurance comparable to that required above.
- 11.1.7 Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

GC 12.1 – INDEMNIFICATION, delete GC 12.1.1 and 12.1.2 and replace with the following:

GC 12.1 – INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, and excepting always losses arising out of the independent acts of the party for whom indemnification is sought, the Owner and the Contractor shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this contract, provided such claims are:
- .1 caused by:
 - (1) the acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the Owner and the Contractor for which insurance is to be provided by the owner pursuant to GC 11.1 – INSURANCE, the limit of the GENERAL LIABILITY COVERAGE – GC 11.1.1(a) or the limit of the PROPERTY COVERAGE – GC 11.1.1(b) whichever is pertinent to the loss.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-

4 – CONTRACT PRICE or \$2,000,000.00, but in no event shall the sum be greater than \$20,000,000.00.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

Insurance and Indemnification Clauses
(to be included in Supplementary Conditions to the CCDC 2 – 2008
Contracts for Health projects insured by the Owner with an Estimated
Project Cost of \$1,000,000.00 or greater)

MODIFICATIONS TO GENERAL CONDITIONS

GC 11.1—INSURANCE, replace entirely with the following:

11.1.1 Without restricting the generality of GC 12.1—INDEMNIFICATION, insurance and coverage will be arranged and paid for as under-noted:

(a) Commercial General Liability insurance

- 1) The Owner shall provide, maintain and pay for Commercial General Liability Insurance with a limit of Ten Million Dollars (\$10,000,000.00), inclusive per occurrence, Twenty Million Dollars (\$20,000,000.00) general aggregate for bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of Ten Million Dollars (\$10,000,000.00) annual aggregate.
- 2) The insurance shall cover the Owner, Contractors & Sub-contractors, Architects, Engineers, Consultants and anyone employed by them to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site. The insurance does not extend to any activities, works, jobs or undertakings of the insureds other than those directly related to the Work of this Contract.
- 3) The insurance shall preclude subrogation claims by the insurer against anyone insured hereunder.
- 4) The insurance shall include coverage for:
 - .01 Premises and Operations Liability;
 - .02 Products or Completed Operations Liability;
 - .03 Blanket Contractual Liability;
 - .04 Cross Liability;
 - .05 Elevator and Hoist Liability;
 - .06 Contingent Employer's Liability;
 - .07 Personal Injury Liability;

- .08 Shoring, Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
 - .09 Liability with respect to Non-Owned Licensed Vehicles (\$5,000,000.00);
 - .10 Broad Form Property Damage;
 - .11 Broad Form Completed Operations;
 - .12 Limited Pollution Liability (\$2,000,000.00);
 - .13 Employees as Additional Insureds;
 - .14 Broad Form Tenants Legal Liability (\$1,000,000.00); and
 - .15 Operation of Attached Machinery.
- 5) Any applicable deductibles shall not exceed Ten Thousand Dollars (\$10,000.00) except with respect to loss or damage arising from hot roofing operations where the deductible shall not exceed Fifty Thousand Dollars (\$50,000.00).
 - 6) This insurance shall be maintained continuously from commencement of the Work until the date of final certificate for payment is issued or when the insured project is completed and accepted by or on behalf of the Owner, whichever occurs first, plus with respect to completed operations cover a further period of twenty-four (24) months.

(b) Property Coverage

- 1) The Owner shall provide, maintain and pay for Course of Construction coverage, against “All Risks” of physical loss or damage, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the Work whilst located anywhere within Canada and continental United States of America (excluding Alaska) during construction, erection, installation and testing, but such coverage shall not include coverage for Contractor’s equipment of any description. Such coverage shall be maintained until Substantial Performance of the Work. There will be a deductible of Ten Thousand Dollars (\$10,000.00) for each and every occurrence on projects valued at less than Ten Million Dollars (\$10,000,000.00) and a deductible of Twenty Five Thousand Dollars (\$25,000.00) on projects valued at more than Ten Million Dollars (\$10,000,000.00) except for the perils of flood which shall have a deductible of One Hundred Thousand Dollars (\$100,000.00), testing and commissioning and water damage to interior of buildings which shall have a deductible of Fifty Thousand Dollars (\$50,000.00) and earthquake which shall have a five percent (5%) (subject to minimum Two Hundred Fifty Thousand Dollars (\$250,000.00)) deductible based upon the total project value insured. A one day waiting period for each month of the project

subject to a minimum waiting period of 30 days shall apply with respect to soft costs.

- 2) The coverage shall include as a protected entity, each Contractor, Subcontractor, Architect or Engineer who is engaged in the Project.
- 3) The coverage will contain a waiver of the Owner's rights of subrogation against all protected entities except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.
- 4) The Contractor shall, at his own expense, take special precaution to prevent fires occurring in or about the Work and shall observe, and comply with, all insurance policy warranties and all laws and regulations in force respecting fires.

(c) Automobile Liability Insurance

The Contractor shall provide, maintain and pay for, and require all Subcontractors to provide, maintain and pay for Automobile Liability Insurance in respect of all owned or leased vehicles, subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

(d) Aircraft and/or Watercraft Liability Insurance

The Contractor shall provide, maintain and pay for liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and including Aircraft Passenger Hazard where applicable. The insurance shall be placed with such company or companies and in such form and deductibles as may be acceptable to Owner.

- 11.1.2 Unless specified otherwise, the duration of each coverage and insurance policy shall be from the date of commencement of the Work until the date of final certificate for payment.
- 11.1.3 The Owner shall, upon request, provide the Contractor with proof of insurance for those coverages and insurances required to be provided by the Owner prior to commencement of the Work.
- 11.1.4 The Contractor and/or his Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage and insurance except for perils of flood and earthquake.
- 11.1.5 The Contractor shall provide, maintain and pay for any additional insurance which he is required to provide by law or which he considers necessary to cover risks not otherwise covered by coverage/insurance specified in this section.

- 11.1.6 The Contractor shall provide the Owner with proof of insurance for those insurances required to be provided by the Contractor prior to the commencement of the Work in the form of a completed Certificate of Insurance.
- 11.1.7 The Owner shall not be responsible for injury to the Contractor's employees or for loss or damage to the Contractor's or to the Contractor's employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the premises during construction and which may, from time to time, or at the termination of the contract, be removed from the premises. The Contractor hereby waives all rights of recourse against the Owner or any other contractor with regard to damage to the Contractor's property.

GC 12.1 – INDEMNIFICATION, delete GC 12.1.1 and 12.1.2 and replace with the following:

GC 12.1 – INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, and excepting always losses arising out of the independent acts of the party for whom indemnification is sought, the Owner and the Contractor shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this contract, provided such claims are:
- .1 caused by:
 - (1) the acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the Contract from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by Notice in Writing within such periods as prescribed by the Limitation Act of the Province of British Columbia.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the Owner and the Contractor for which insurance is to be provided by the owner pursuant to GC 11.1 – INSURANCE, the limit of the GENERAL LIABILITY COVERAGE – GC 11.1.1(a) or the limit of the PROPERTY COVERAGE – GC 11.1.1(b) whichever is pertinent to the loss.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 - CONTRACT PRICE or \$2,000,000.00, but in no event shall the sum be greater than \$20,000,000.00.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

Schedule C

CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

✓ Complete this questionnaire for any/all construction being performed on your property.

✓ Only fill in areas applicable to your construction project.

SUBMIT THE COMPLETED QUESTIONNAIRE TO:

Risk Management Branch, PO Box 9405 Stn Prov Govt, Victoria BC V8W 9V1 OR
FAX to (250) 356-6222

CONSTRUCTION PROJECT TYPE: New Construction Addition Renovation Envelope Repair Roofing

Owner: _____
Mailing Address: _____
Project Location Address: _____
Legal Description: _____
Project Description (name): _____

NAME AND ADDRESS OF THE FOLLOWING:

Project Manager: _____
General Contractor: _____
Architect: _____
Architectural & Engineering Consultants: _____
Mortgagee: 1st _____
(include address) 2nd _____

BUDGET SUMMARY:

Estimated Project Cost: \$ _____ Hard Costs: \$ _____ e.g. all materials, labour, estimate for inflation, consulting fees (including architect, engineer, etc.), etc.
Soft Costs: \$ _____ e.g. property taxes, building permits, insurance premiums, construction loan fees, additional interest expenses, leasing and marketing expenses, sustained as a consequence of insured physical damage.

PROJECT DURATION: Proposed Starting Date: _____ Estimated Completion Date: _____
dd-mmm-yyyy *dd-mmm-yyyy*

CONSTRUCTION INFORMATION: No. of Buildings: _____ No. of Units: _____ No. of Storeys: _____
Distance between Buildings (if applicable): _____ feet Wall Construction: _____ Roof Construction: _____

RENOVATION PROJECTS: Year Structure Built: _____ Is this a heritage building? Yes No
Roofing Work: Yes No If yes to Roofing Work Describe: _____ Estimate of Roofing Work \$ _____
Will the existing building(s) be in the care and custody of the contractor? Yes No

FIRE PROTECTION: No. of operating Fire Hydrants: _____ Distance to Fire Hydrants: _____ feet
Distance to Fire Hall: _____ Miles
If NEW CONSTRUCTION, confirm hydrants will be pressurized prior to framing: Yes No

SURROUNDING EXPOSURES: This section not required provided Site Plans attached include this information.

Buildings: North _____ feet South _____ feet East _____ feet West _____ feet
Roads: North _____ feet South _____ feet East _____ feet West _____ feet

DESCRIBE WATCHMAN & SITE FENCE DETAILS:

INTENDED OCCUPANCY OF COMPLETED PROJECT? If partial occupancy prior to completion, what portion?

TRANSIT LIMIT OF EXPOSURE: \$ _____ **Materials being transported outside of Canada or the USA?** Yes No
Maximum value of material stored away from the construction site? \$ _____

TYPE OF AREA: Business: Downtown: Industrial: Residential: Rural: Other:

SUB-CONTRACTORS: With respect to the 4 largest sub-contractors please provide the following:

Description of Work:	Estimated Price Including Materials:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

BLASTING (if any): Estimated Price: \$ _____ **Pre-Blast Survey:** Yes No
Seismographic Readings: Yes No

EXCAVATION (if any): Performed By: _____ **Estimated Price:** \$ _____
Excavated Material Types: _____ **Water table above bottom of excavation?** Yes No
If yes, how will it be controlled? _____

ASBESTOS REMOVAL: Yes No

SHORING (if applicable): Underpinning: Yes No **Estimated Price:** \$ _____
Performed By: _____

PILE DRIVING (if applicable): Estimated Price: \$ _____ **Pre-Inspection for existing damage:** Yes No
Performed By: _____ **Seismographic Readings:** Yes No

DEMOLITION (if applicable): Estimated Price: \$ _____ **Method of Demolition:** _____
Performed By: _____
Type of Structure: _____ **Height:** _____ *feet* **Storeys which equals?** _____ *feet*

WELDING (if applicable): Fire Precautions: _____

ERECTION OF STRUCTURE: Estimated Price: \$ _____ **Height:** _____ *feet* **Storeys which equals?** _____ *feet*
Performed By: _____

PRECAUTIONS TAKEN: **To Prevent Injury to Public:** _____
Underground: _____ *feet* **Overhead Lines:** _____ *feet*

IS PROJECT: **Attached to any existing structure?** Yes No
Within any existing complex, plant, etc.? Yes No

WHAT "OFF-SITE" WORKS INVOLVED? Describe any works involving transmission lines, pipelines, access roads, railways, dams, bridges, tunnels, etc.

RELOCATION (if applicable): Details of relocation of existing services (e.g. roads, railways, utilities, etc.) _____
Performed By: _____

VOLUNTEERS (if applicable): **Liability coverage required?** Yes No **No. of volunteers** _____
Activities Description: _____

ADDITIONAL INFORMATION: REQUIRED FIELD **One Page Site Plan (all Projects)** Attached: Yes No
Soils Report (New Construction) Attached: Yes No

 (Signature) (Title) (Date Signed)

ENDORSEMENT NO. 4

SOFT COST ENDORSEMENT

ATTACHED TO AND FORMING PART OF THIS POLICY

In consideration of the premium paid and subject to a sub-limit of Insurance as specified in the individual certificate, if any, It is hereby agreed that this Insurance is extended to apply to Soft Costs as specified below. This extension applies to only ADDITIONAL costs and expenses actually sustained by the Insured Project Owner as a consequence of direct physical loss or damage which is otherwise insured under this Policy,

SOFT COST insured hereunder are limited to, and defined as follows:

1. Financial Costs limited to Commitment Fees, Standby Fees, Letter of Credit, Land Rent and Construction Loan Fees. Construction Loan Fees are defined as the additional costs incurred to rearrange loans necessary for completion of construction.
2. Additional Interest Expenses are monies charged by lenders for the extension or renewal of loans necessary for completion of the Insured Project, including financing of repairs or reconstruction following an insured loss,
3. Additional Legal and Accounting Expenses are costs to arrange refinancing, accounting work necessary to restructure financing and legal work necessary to prepare new documents,
4. Additional Leasing and Marketing Expenses are defined as the costs incurred by the Insured for the releasing and re-marketing of the project due to the delay in the opening date,
5. Miscellaneous Carrying Costs are property taxes, building permits and insurance premiums.

INDEMNITY PERIOD: Soft Costs insured hereunder shall not be limited by the date of expiration of this Policy, but recovery is limited to costs incurred within the first 12 months following the date of physical loss or damage for which insurance is provided by the Policy.

DEFINITION: INSURED PROJECT OWNER within the context of this endorsement means solely the persons or entities who are both the owner of the Insured Project and are listed as Named Insured on the Declarations Page of the Policy of which this endorsement forms a part.

Breakdown per item on individual project to apply as sub-limits.

*EXCEPT AS OTHERWISE STATED ALL OTHER TERMS AND CONDITIONS
REMAIN UNCHANGED*

Insurance and Indemnification Clauses
(to be included in supplementary conditions to the
Canadian Standard Form of Contract for Architectural
Services Document Six 2002 Edition – RAIC 6 2002 and/or
the AIBC Standard Form of Contract 6C between Client
and Consultant 2006)

(Note: The word “Architect” used in this Section can also be read to include Consultants, Engineers, Surveyors, Construction and Project Managers and Applied Science Technologists)

MODIFICATIONS TO GC8

Delete GC8 entirely and,

Replace with:

- 8.1 The Architect carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the Client at all times, upon request.
- 8.2 The Architect hereby agrees to indemnify and save harmless the Client, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the Client may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect or their Sub-Consultant(s), servant(s), agent(s), or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Client, its other Consultant(s), assign(s) and authorized representative(s) or any other persons.
- 8.3 The Architect shall be entitled to rely upon published product information by manufacturers and shall not be liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The Architect shall not:
 - 8.4.1 Be required to make exhaustive or continuous on-site reviews;
 - 8.4.2 Be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with Contract Documents;
 - 8.4.3 Have control, charge or supervision, or responsibility for construction means, methods, techniques, sequences, or procedures, or, for safety precautions and programs required in connection with the Work; and

- 8.4.4 Be responsible for any and all matters arising from Toxic or Hazardous Substances or Materials, unless matters are due directly and arising from the Architect's design errors or omissions, or due to their faulty instructions to contractors, subcontractors or any other persons performing the Work.
- 8.5 The Client acknowledges that either the Architect or the Client may engage Consultants on behalf of and for the benefit and convenience of the Client; and agrees that the Architect shall not be liable to the Client, in contract or in tort, for the acts, omissions or errors of such Consultants when retained by the Client. Nothing in this clause shall derogate from the Architect's duty of coordination.
- 8.6 At the Client's option, the Architect shall, at its own expense, promptly assume the defence of any claim, suit or other proceeding brought against the Architect and their respective servant(s), agent(s), or employee(s) under this Contract.
- 8.7 If some or any encumbrance of any kind or nature be placed upon or obtained against the property of the Client in, or as a result of any proven legal liability of the Architect and their respective servant(s), agent(s) or employee(s), the Architect shall forthwith cause the same to be discharged. In the event that the Architect shall fail to remove the said encumbrance(s), then the Client shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the Architect, and the Client shall furthermore be entitled to any additional costs that it may thereby incur.
- 8.8 General requirements:
- 8.8.1 All insurance policies, which the Architect is required to obtain, shall provide that the insurance shall not be cancelled without the insurer giving at least thirty days (30) prior written notice to the Client.
- 8.8.2 All insurance which the Architect is required to obtain shall be with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the Client.
- 8.8.3 The Architect may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Client.
- 8.9 The Architect shall provide and maintain continuously from the commencement of the Work the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Client:
- 8.9.1 Professional Errors and Omissions Liability Insurance protecting the Architect, his insurable Sub-Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the professional services rendered by the Architect, his Sub-Consultants and their respective servant(s), agent(s) or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the Client and shall in any event be not less than:
- 8.9.1.1 For construction valued at \$0.00 to \$2.5 million: \$250,000 per occurrence;

- 8.9.1.2 For construction valued at \$2.5 million to \$7.5 million: \$500,000 per occurrence;
- 8.9.1.3 For construction valued at \$7.5 million to \$15.0 million: \$1,000,000 per occurrence; and
- 8.9.1.4 For construction valued over \$15.0 million: negotiated; but not less than \$1,000,000 per occurrence.

Structural, Mechanical, Electrical and Civil Sub-Consultants Insurance coverage to be based on the value of their scope of work. All other specialty Consultants to carry a minimum \$250,000 errors and omissions insurance despite the value of their scope of work.

- 8.9.2 Automobile Liability insurance on all licensed vehicles owned by or leased to the Architect, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Architect, its Sub-Consultant(s) and their respective servant(s), agent(s), or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the Client and shall in any event be not less than \$2,000,000 inclusive of any one accident.
- 8.9.3 The Architect shall ascertain that all Sub-Consultants employed by the Architect carry insurance in the form and limits specified in paragraphs 8.9.1 and 8.9.2 above, and shall provide evidence of the policies upon Client request.
- 8.9.4 All insurance described in paragraphs 8.9.1 and 8.9.2 must:
 - 8.9.4.1 Be primary; and
 - 8.9.4.2 Not require the sharing of any loss by any insurer of the Client.
- 8.9.5 If the Client is to insure against professional liability on a single Project basis for the Architect and all Consultants, the coverage referred to under paragraph 8.9.1 above is not required during the period that the single Project insurance is in force.
- 8.9.6 The Architect shall provide:
 - 8.9.6.1 Evidence of insurance in the form of the Client's Certificate of Insurance (copy attached) of all required insurance; and
 - 8.9.6.2 Certified copies of required policies upon written request.

Insurance and Indemnification Clauses
(to be included in supplementary conditions to the
Canadian Standard Form of Contract for Architectural
Services Document Six 2006 Edition – RAIC6 2006)

(Note: The word “Architect” used in this Section can also be read to include Consultants, Engineers, Surveyors, Construction and Project Managers and Applied Science Technologists)

MODIFICATIONS TO GC7

Delete GC7.1 through GC7.6 entirely and,

Replace with:

- 7.1 The Architect carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the Client at all times, upon request.
- 7.2 The Architect hereby agrees to indemnify and save harmless the Client, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the Client may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Architect or their Sub-Consultant(s), servant(s), agent(s), or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Client, its other Consultant(s), assign(s) and authorized representative(s) or any other persons.
- 7.3 The Architect shall be entitled to rely upon published product information by manufacturers and shall not be liable for relying on information or representation which it reasonably believes to be accurate.
- 7.4 The Architect shall not:
 - 7.4.1 Be required to make exhaustive or continuous on-site reviews;
 - 7.4.2 Be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with the Contract Documents;
 - 7.4.3 Have control, charge or supervision, or responsibility for construction means, methods, techniques, sequences, or procedures, or, for safety precautions and programs required in connection with the Work; and

- 7.4.4 Be responsible for any and all matters arising from Toxic or Hazardous Substances or Materials, unless matters are due directly and arising from the Architect's design errors or omissions, or due to their faulty instructions to contractors, subcontractors or any other persons performing the Work.
- 7.5 The Client acknowledges that either the Architect or the Client may engage Consultants on behalf of and for the benefit and convenience of the Client; and agrees that the Architect shall not be liable to the Client, in contract or in tort, for the acts, omissions or errors of such Consultants when retained by the Client. Nothing in this clause shall derogate from the Architect's duty of coordination.
- 7.6 At the Client's option, the Architect shall, at its own expense, promptly assume the defence of any claim, suit or other proceeding brought against the Architect and their respective servant(s), agent(s), or employee(s) under this Contract.
- 7.7 If some or any encumbrance of any kind or nature be placed upon or obtained against the property of the Client in, or as a result of any proven legal liability of the Architect and their respective servant(s), agent(s) or employee(s), the Architect shall forthwith cause the same to be discharged. In the event that the Architect shall fail to remove the said encumbrance(s), then the Client shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the Architect, and the Client shall furthermore be entitled to any additional costs that it may thereby incur.
- 7.8 General requirements:
- 7.8.1 All insurance policies which the Architect is required to obtain shall provide that the insurance shall not be cancelled without the insurer giving at least thirty days (30) prior written notice to the Client.
- 7.8.2 All insurance which the Architect is required to obtain shall be with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the Client.
- 7.8.3 The Architect may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Client.
- 7.9 The Architect shall provide and maintain continuously from the commencement of the Work the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the Client:
- 7.9.1 Professional Errors and Omissions Liability Insurance protecting the Architect, his insurable Sub-Consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damage arising out of the professional services rendered by the Architect, his Sub-Consultants and their respective servant(s), agent(s) or employee(s) under this Agreement. Such insurance shall be for the adequate amount acceptable to the Client and shall in any event be not less than:
- 7.9.1.1 For construction valued at \$0.00 to \$2.5 million: \$250,000 per occurrence;

- 7.9.1.2 For construction valued at \$2.5 million to \$7.5 million: \$500,000 per occurrence;
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- 7.9.1.4 For construction valued over \$15.0 million: negotiated, but not less than \$1,000,000 per occurrence.

Structural, Mechanical, Electrical and Civil Sub-Consultants Insurance coverage to be based on the value of their scope of work. All other specialty Consultants to carry a minimum \$250,000 Errors and Omissions Insurance despite the value of their scope of work.

- 7.9.2 Automobile Liability insurance on all licensed vehicles owned by or leased to the Architect, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Architect, its Sub-Consultant(s) and their respective servant(s), agent(s), or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the Client and shall in any event be not less than \$2,000,000.00 inclusive of any one accident.
- 7.9.3 The Architect shall ascertain that all Sub-Consultants employed by the Architect carry insurance in the form and limits specified in paragraphs 7.9.1 and 7.9.2 above, and shall provide evidence of the policies upon Client request.
- 7.9.4 All insurance described in paragraphs 7.9.1 and 7.9.2 must:
 - 7.9.4.1.1 Be primary; and
 - 7.9.4.1.2 Not require the sharing of any loss by any insurer of the Client.
- 7.9.5 If the Client is to insure against professional liability on a single Project basis for the Architect and all Consultants, the coverage referred to under paragraph 7.9.1 above is not required during the period that the single Project insurance is in force.
- 7.9.6 The Architect shall provide:
 - 7.9.6.1.1 Evidence of insurance in the form of the Client's Certificate of Insurance (copy attached) of all required insurance; and
 - 7.9.6.1.2 Certified copies of required policies upon written request.

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act. The personal information requested on this form is collected under the authority of and used for the purposes of contract review.

Part 1 To be completed by the Health Care Agency

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO <i>(Name of office)</i>		AGREEMENT IDENTIFICATION NO.
HEALTH CARE AGENCY CONTACT PERSON NAME & TITLE		PHONE NO ()
		FAX NO ()
MAILING ADDRESS		POSTAL CODE
CONTRACTOR NAME		
CONTRACTOR ADDRESS		POSTAL CODE

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		
		POSTAL CODE	
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE List each separately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows.

AGENT OR BROKER COMMENTS:

AGENT OR BROKER	ADDRESS	PHONE NO ()
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)		DATE SIGNED