



TOWNSHIP OF LANGLEY INSURANCE TERMS AND REQUIREMENTS

GENERAL CONTRACT SERVICES

1. The Contractor will provide the Township with evidence of the required insurance prior to the commencement of the Agreement. Such evidence will be in the form of a completed Certificate of Insurance acceptable to the Township.

The Contractor shall provide, maintain and pay for the insurance coverage described below including coverage for all officers, directors and employees and unless otherwise agreed in writing by Township, shall cause any subcontractors or sub-consultants of the Contractor to provide, maintain, and pay for the insurance coverage described below including coverage for all their respective officers, directors and employees and shall deliver to Township before the commencement of the Services, and thereafter from time to time as reasonably required by Township, insurance certificates or other similar evidence satisfactory to Township that the insurance required to be provided by the Contractor under the Agreement is in force.

- (a) **Commercial General Liability Insurance** – on an occurrence basis having a limit of not less than \$5 million inclusive for any one occurrence and with \$5,000,000 Annual Aggregate for products and completed operations, and insuring against claims for injury, including death, and for property damage arising out of the operations of the Contractor under the Agreement. Coverage must be for the entire contract period, or as stated in the Agreement and shall include, where applicable:
 - (i) Products and Completed Operations for loss or damage arising out of the existence of any condition in the work completed by the Contractor as part of the Services or any installation or repair operations during the period of 24 months next ensuing after acceptance of the work by the Township.
 - (ii) liability for premises and operations;
 - (iii) Owners and contractors protective liability;
 - (iv) cross liability / severability of interests
 - (v) liability arising out of products (either manufactured or supplied) and completed operations;
 - (vi) broad form property damage, including completed operations;
 - (vii) blanket written contractual liability;
 - (viii) unlicensed mobile equipment;
 - (ix) operation and use of machinery attached to licensed vehicles;
 - (x) non-owned automobile liability insurance;
 - (xi) contingent employers' liability;
 - (xii) employees of others hired or on loan by Contractor or on loan to the Contractor as insured; and
 - (xiii) sudden and accidental pollution.
 - (xiv) advertising liability, if applicable
 - (xv) broad Form Tenants Legal Liability, if applicable

This Commercial General Liability policy shall expressly state that it is primary as to any other insurance available to Township but solely with respect to liability arising out of the Contractor's Services.

- (b) **Automobile Liability Insurance** – having a limit of not less than \$3 million inclusive for any one occurrence, and insuring against claims for bodily injury, including death, and for property damage arising out of the use of the Contractor's owned, leased and non-owned vehicles for the performance of the Services.
 - (c) **Professional Liability Insurance** – if applicable, having a limit of \$2 million inclusive any one claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional services.
 - (d) **Workers' Compensation Insurance** – in compliance with the Workers Compensation Act pertaining to the compensation of injured employees assigned to the Services.
2. The policies for the insurance provided by the Contractor shall be endorsed as follows:

- (a) **Additional Insured:**

The Commercial General Liability insurance policy shall define "additional insured" as "Corporation of the Township of Langley and its elected and appointed officials, officers, employees, volunteers, and agents but only with respect to the Services of the Contractor under the Agreement".

(b) **Waiver of Subrogation:**

The Commercial General Liability insurance policy shall include an endorsement under which the insurer waives any right of subrogation it may have against "Corporation of the Township of Langley and its elected and appointed officials, officers, employees and agents."

(c) **Notice of Cancellation or Modification:**

- (i) Other than Workers' Compensation insurance, each policy shall contain an endorsement in substantially the following form:

"Unless Township has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, materially changed or amended, until 30 days after written notice of that cancellation, change or amendment has been given to Township."

3. **PLACEMENT**

All insurance required to be obtained under the Agreement shall be placed with insurers which are satisfactory to Township, licensed and approved by the Province of British Columbia, and of current investment grade.

4. **DEDUCTIBLES**

The Contractor shall pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the Contractor under this subsection of the Agreement.

5. **COMPLIANCE**

Failure to comply or the full compliance with the requirements for insurance coverage of the kinds and with the limits stated in the Agreement shall in no way act to relieve the Contractor from its obligations under the Agreement. The Contractor may obtain insurance having greater limits and providing other forms of coverage as the Contractor deems prudent to protect itself under the Agreement.

6. **NOTICE OF CLAIMS**

If, at any time during the performance of the Services as described, the Contractor becomes aware of a claim or potential claim against any insurance policy described in Section 1, then the Contractor will immediately advise the Township in writing of such claim, including particulars.