



**MECHANICAL SITE PREPARATION
TERMS AND CONDITIONS**

SCHEDULE "C"

Contract No.: _____

Location: West Francois FSR – Openings: 93E099-553,545, 93E089-512,514, 516

1.0 Without restricting the generality of the indemnification provisions contained in the Agreement, the Contractor shall, at its own expense, provide and maintain, during the term of this Agreement, the following insurance coverage as fully specified in clause 9 and any additional insurance which it is required by law to carry or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.

All such insurance described herein must be primary and not require the sharing of any loss by any insurer of the Province.

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|---|--|--|
| a) Commercial General Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| b) Automobile Liability | <input type="checkbox"/> Not Required | <input checked="" type="checkbox"/> Required |
| c) Professional Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| d) Owned or Non-owned Aircraft Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| e) Watercraft Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| f) Motor Truck Cargo Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |
| g) Employee Dishonesty Liability | <input checked="" type="checkbox"/> Not Required | <input type="checkbox"/> Required |

2.0 Insurance shall be placed with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the Company. If the Company requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the Company.

3.0 Notwithstanding Paragraph 4, the Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the Company evidence of insurance coverage in the form of a completed Province of British Columbia Certificate of Insurance (Form FIN 173). When requested by the Company, the Contractor shall provide certified copies of required insurance policies.

4.0 ICBC's Confirmation of Automobile Insurance Coverage, Form APV 47 shall be used as satisfactory evidence of Automobile Liability Insurance.

5.0 The insurance policies, except for ICBC Automobile Liability Insurance, shall provide that the insurance shall not be cancelled or materially changed so as to affect the coverage provided under the Agreement, without the Insurer giving at least thirty (30) days prior written notice to the Company. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the Company.

6.0 Failure to provide the required insurance documentation shall result in termination of this Agreement

- 7.0** If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the Company evidence of insurance renewal in the form of a completed Province of British Columbia Certificate of Insurance and ICBC's Form APV 47, if applicable, at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
- 8.0** The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in clause 9.
- 9.0** The following forms of insurance and specified minimum limits are required:

a) Commercial General Liability

Commercial General Liability insurance protecting the Contractor, its servant(s), agent(s), or employee(s) against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Contractor, its subcontractor(s), and their respective servant(s), agent(s), or employee(s) under this Agreement. Such insurance shall be for an amount not less than \$2 million inclusive per occurrence. The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests and Range and any of its employees, servants or agents". Such policy(s) of insurance shall include, but not be limited to:

- i) Products and Completed Operations Liability;
- ii) Owner's and Contractor's Protective Liability;
- iii) Contingent Employer's Liability;
- iv) Blanket Written Contractual Liability;
- v) Personal Injury Liability;
- vi) Non-Owned Automobile Liability;
- vii) Cross Liability;
- viii) Employees as Additional Insureds;
- ix) Broad Form Property Damage; and where such further risk exists:
- x) Forest Fire Fighting Expense Coverage in the amount of:
 - \$1 million
 - \$500,000
 - Not applicable
- xi) Sudden and Accidental Pollution Liability
 - \$250,000
 - \$500,000
 - \$1 million
 - Not applicable

b) Automobile Liability

Automobile Liability insurance on all licensed vehicles owned by or leased to the Contractor and used by them in the performance of the Services provided under this Agreement. Such insurance shall be for an amount not less than \$2 million inclusive per occurrence.

c) Professional Liability (Errors and Omissions)

Professional Liability Insurance (errors and omissions) insuring the Contractor's liability resulting from errors and omission in the performance of **professional** services under the Agreement in an amount not less than:

- i) Contract valued \$0.00 to \$2.5 million = \$250,000 per occurrence and \$250,000 aggregate per Term;
- ii) Contract valued \$2.5 million to \$7.5 million = \$500,000 per occurrence and \$500,000 aggregate per Term;
- iii) Contract valued \$7.5 million to \$15.0 million = \$1 million per occurrence and \$1 million aggregate per Term; or
- iv) Contract valued over \$15.0 million = \$2 million per occurrence and \$2 million aggregate per Term.

Structural, mechanical, electrical and civil sub-contractors insurance coverage is to be based on the value of their scope of work. All other specialty consultants are to carry a minimum of \$250,000.00 Errors and Omissions Insurance despite the value of their scope of work.

Notwithstanding the above Professional Liability Insurance requirements, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out herein, then you will maintain throughout the term of the Agreement that alternative in accordance with the terms of the approval.

d) Owned or Non-owned Aircraft Liability

Where applicable, owned or non-owned aircraft liability insurance on all aircraft operated or used by the Contractor in the performance of the Services, in an amount not less than (Note to contract coordinator: increase this minimum by \$1 mil/passenger seat when exceeding 2 passenger seats) \$2 million, per occurrence including aircraft passenger hazard liability. And, where applicable, aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than Note to contract coordinator: see chapter 8.8.7 of the Contract Management Manual for details on risk analysis \$50,000, per occurrence.

The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests and Range and any of its employees, servants or agents".

e) Watercraft Liability

Where applicable, watercraft liability insurance on all owned or non-owned craft operated or used in the performance of the Services by the Contractor, in an amount not less than \$1 million per occurrence. The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests and Range and any of its employees, servants or agents".

f) Motor Truck Cargo Liability

Where applicable, motor truck cargo liability insurance on all owned or non-owned craft operated or used in the performance of the Services by the Contractor. Such insurance shall be in an amount sufficient to cover the loss or damage at a maximum value of the cargo being hauled at any one time. The Province is to be added as an "Additional Insured" under this policy, as follows: "Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Forests and Range and any of its employees, servants or agents"

g) Employee Dishonesty Insurance

Where applicable, employee dishonesty insurance in the amount of Note to contract coordinator: suggested amount between \$5,000 and \$100,000 depending on the values at risk and the number of personnel employed by the contractor \$ n/a per claim protecting the Contractor and the Company by way of a "third party endorsement", from all claims arising out of any dishonest or fraudulent act that results in the loss of money, securities, or other property of the Province. Coverage provided shall apply to any and all persons used or employed by the Contractor in providing the Services. The Company is to be added as an "Additional Insured" under this policy, as follows: "Forsite Consultants Ltd. as represented by the Minister of Forests and Range and any of its employees, servants or agents".

Forsite Consultants Ltd.

CONTRACTOR

Signature

Signature

Date

Date