

8.6 Insurance

- (a) The Contractor shall, at its own expense, obtain and maintain the following insurance coverage throughout the term of this MSA:
- (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. Where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial Comprehensive General Liability insurance was purchased for same and as if CM were included in such policy as an additional insured). Such policy shall have a deductible not exceeding \$100,000 per occurrence, or, where contractor is unable to obtain a deductible not exceeding \$100,000 per occurrence, CM may, in its sole discretion approve a higher deductible amount. The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:
 - 1. The policy shall include CM as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers' liability, cross liability and severability of interest clauses;
 - 2. The Contractor's insurance coverage shall be the primary insurance with respect to CM and its officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CM shall be more than the Contractor's insurance and shall not contribute with it; and
 - 3. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (ii) "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all depots, if any) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures. Such insurance shall provide for a waiver of subrogation in favour of CM.
 - (iii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage;
 - (iv) Sudden and Accidental Pollution Liability Insurance covering the Work

and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defence during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars;

- (b) Policies for the above must be kept continuous throughout the term of the applicable SOW. If any of the above policies are being cancelled, the Contractor shall notify CM in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of CM. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM may reasonably require.
- (c) The Contractor shall not commence Work until documentation evidencing the insurance requirements of the Contractor, has been filed and accepted by CM. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor. Where the Contractor engages a Subcontractor to perform all Work identified in this Agreement or SOW, the Subcontractor shall be solely responsible for obtaining and maintaining the insurance coverage specified in this section 8.11. The Contractor will not be required to obtain or maintain this coverage. The Contractor and CM shall be included as additional insureds on the Subcontractor's insurance policy.