

DATE November 16, 2020

INVITATION TO TENDER "ITT" PS20201112  
CONTRACTOR FOR ANDERSON STREET UTILITY UPGRADE

ADDENDUM NO. 4

RE: REPLACE SCHEDULE 9 - INSURANCE REQUIREMENTS

*REPLACE SCHEDULE 9 - INSURANCE REQUIREMENTS ATTACHED WITH THE  
FOLLOWING:*

Entire document (latest version).

See attached.

This addendum must be completed, and attached to your Application form.

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NAME OF VENDOR

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SIGNATURE OF AUTHORIZED SIGNATORY

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DATE

Jason Lo  
Contracting Specialist

INVITATION TO TENDER NO. PS20201112  
CONTRACTOR FOR ANDERSON STREET UTILITY UPGRADE  
SCHEDULE 9 - INSURANCE REQUIREMENTS

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**SCHEDULE 9  
INSURANCE REQUIREMENTS**

**1. All Risk Property Insurance**

**(a) Coverage**

"All Risks" of physical loss or damage at full replacement value including waiver of subrogation in favour of the Owner.

**(b) Property Insured**

**(i) At Site**

All materials, equipment and machinery, labour and supplies of any nature whatsoever, Work in progress, including property of the Insured or of others for which the Insured may have assumed responsibility, to be used in or incidental to the Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project, commencing when the property becomes at the Insured's risk, at the Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing.

**(ii) Transit**

Property to enter into and form a part of the project insured, from the commencement of loading at the original point of shipment anywhere in Canada or the continental United States of America, but excluding such property in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

**(iii) Off-Site**

Off-Site coverage shall apply to property that is to be incorporated into and form a part of the project insured, anywhere in Canada or the Continental United States of America, but excluding such property while in transit or in the course of manufacturing or processing within buildings at the manufacturer's or supplier's site.

**(c) Insureds**

The Contractor, and their respective officials, officers, employees and agents.

INVITATION TO TENDER NO. PS20201112  
CONTRACTOR FOR ANDERSON STREET UTILITY UPGRADE  
SCHEDULE 9 - INSURANCE REQUIREMENTS

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**2. Commercial General Liability Insurance**

**(a) Insureds**

The Contractor. The Owner shall be added as additional insured for liability arising from the Work or operations of the Contractor.

**(b) Limits**

Bodily injury liability and property damage liability including aggregate products and completed operations: \$5,000,000 for each occurrence.

**(c) Extensions of Coverage**

- (i) Broad form products and completed operations liability, including coverage for activities of the Contractor and Subcontractors during the completed operations period;
- (ii) Blanket contractual liability;
- (iii) Contingent employer's liability;
- (iv) Personal injury liability;
- (v) Non-owned automobile liability;
- (vi) Cross liability or severability of interest clause;
- (vii) Employees as additional insureds;
- (viii) Operation of attached machinery;
- (ix) Limited pollution liability arising out of hostile fire and sudden and accidental release of contaminants; and
- (x) Owner to be added as additional insured.

INVITATION TO TENDER NO. PS20201112  
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SCHEDULE 9 - INSURANCE REQUIREMENTS

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**(d) Term**

Period of construction or completion of the Work, whichever shall first occur, plus 24 months for completed operations liability thereafter.

**(e) Waiver of Subrogation**

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive the any right of subrogation against the Owner engaged in or connected with the construction and Site preparation and related operations of the Work and any of their servants, agents, employees, and parent, subsidiary, affiliated or associated firms.

**3. Automobile Insurance**

A standard owner's form automobile policy for licensed vehicles providing third party liability and accident benefits insurance as provided by the Insurance Corporation of British Columbia (Autoplan) in accordance with applicable British Columbia law, with the minimum limits as follows:

Bodily injury and property damage (third party limit) inclusive limit: \$5,000,000.

**4. Contractor's Equipment Insurance**

"All Risk" insurance with insurers acceptable to the Owner, covering all construction equipment, owned or rented, or for which the Contractor or any of its Subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the Subcontractor, as the case may be, shall, if so requested by the Owner in writing, forthwith replace such damaged or destroyed construction equipment.

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the insurer will waive any right of subrogation against the Owner.

**5. Subcontractor's Insurance**

The Contractor shall ensure that any Subcontractors also maintain the same insurance as the Contractor, having regard to the obligations under this Agreement which they are contracted to fulfil.

**6. Additional Insurance**

The Contractor and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the Owner and as a reasonable and prudent contractor or similar supplier would require to protect their performance of Works or their operations.