

## SCHEDULE D

## **INSURANCE REQUIREMENTS**

Attachment to the Agreement with \_\_\_\_\_\_ for multi-phase engineering, silviculture and timber development within the Sproat Operating Area-Forest Development Unit-A (FDU-A) of the Alberni Valley Community Forest.

- 1. 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 Paragraph 8 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.
  - a) Commercial General Liability
  - b) Automobile Liability
  - c) Professional Liability
- 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 AVCFC. If the AVCFC requires additional Insurance Coverage to be obtained by the Contractor, the additional expense of such additional insurance shall be borne by the AVCFC.
- 3. The Contractor shall, prior to the commencement of services and before any payments are made under this Agreement, file with the AVCFC Representative evidence of insurance coverage in a form acceptable to the AVCFC Representative.
- 4. The insurance policies 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 AVCFC. Material change with respect to Professional Liability Insurance does not require the Insurer to give thirty (30) days prior written notice to the AVCFC.
- 5. Failure to provide the required insurance documentation shall result in termination of this Agreement.
- 6. If the insurance policies expire prior to the end of the Agreement Term, the Contractor shall provide the ministry evidence of insurance renewal in a form acceptable to the AVCFC Representative at least ten (10) days prior to the expiry date of the policies listed in this Schedule.
- 7. The Contractor shall ensure that all its subcontractors performing Services under this Agreement carry insurance in the form and limits specified in Paragraph 8.
- 8. The following forms of insurance and specified minimum limits are required:

## a) **Commercial General Liability**

Commercial General Liability insurance in an amount not less than \$5 million inclusive per occurrence against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

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 Insured; and
- ix) Broad Form Property Damage.

## b) Automobile Liability

Automobile Liability insurance on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$3 million inclusive per occurrence.