"P" INSURANCE CONDITIONS
CONSULTING AND PROFESSIONAL SERVICES
# "P" INSURANCE CONDITIONS
CONSULTING AND PROFESSIONAL SERVICES

## Index

### PART I GENERAL INSURANCE CONDITIONS (GIC)
- GIC 2 CONSULTANT ................................................................. 3
- GIC 3 INSURANCE PROCEEDS ....................................................... 4
- GIC 4 CONSULTANTS’ RESPONSIBILITY FOR SUB-CONSULTS, THEIR CONSULTANTS, SUB-CONTRACTORS AND THEIR SUPPLIERS .................. 4
- GIC 5 PERIOD OF INSURANCE AND PROOF OF INSURANCE .............. 4
- GIC 6 PROOF OF INSURANCE ......................................................... 4
- GIC 7 NOTIFICATION .................................................................. 4
- GIC 8 PAYMENT OF DEDUCTIBLE .............................................. 4
- GIC 9 AGENCY/TRUSTEE CLAUSE .............................................. 4
- GIC 10 DEFINITIONS .................................................................. 5

### PART II COMPREHENSIVE GENERAL LIABILITY (CGL)
- CGL 1 SCOPE OF POLICY ............................................................ 5
- CGL 2 COVERAGES ...................................................................... 5

### PART III AUTOMOBILE LIABILITY (AL)
- AL 1 SCOPE OF POLICY .............................................................. 6
- AL 2 COVERAGES ...................................................................... 7
- AL 3 COVERAGE SUPPLIED BY EMPLOYEES OF THE CONSULTANT .... 7

### PART IV PROFESSIONAL LIABILITY (PL)
- PL 1 SCOPE OF POLICY .............................................................. 7
- PL 2 COVERAGE ......................................................................... 7
- PL 3 PERIOD OF INSURANCE ...................................................... 8

### PART V WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) COMMISSION DES NORMES, DE L’ÉQUITÉ, DE LA SANTÉ ET DE LA SÉCURITÉ DU TRAVAIL (CNESST)
- WC 1 CANADIAN COMPLIANCE ................................................. 8
- WC 2 USA COMPLIANCE .......................................................... 8

Revised on July 31, 2018
The following Insurance Conditions apply to all Consulting and Professional Services contracts negotiated and agreed between the Owner and the Consultant as defined in the Articles of Agreement.

The Consultant must, at its own expense, obtain and maintain insurance with insurance companies approved by the Owner. The Consultant must also obtain and maintain any additional insurance as stated in the Supplementary Conditions.

**PART I**

**GENERAL INSURANCE CONDITIONS (GIC)**

**GIC 1 INDEMNIFICATION**

1.1 The Consultant shall defend, indemnify and hold harmless the Owner, its representatives and Her Majesty in Right of Canada from and against all claims, demands, losses, costs including judicial and extra-judicial costs arising from any legal action, damages, actions, suits or proceedings and by whomever made, bought, or prosecuted and in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property resulting from any imprudence or lack of skill or any wilful or negligent act, omission or delay on the part of the Consultant, his representatives, employees, agents, suppliers, sub-contractors and their sub-contractors, or any other person under his direction and authority in performing the work or as a result of the work.

1.2 The Consultant shall also defend, indemnify and hold harmless the Owner, his representatives, and Her Majesty in Right of Canada from and against all costs, charges and expenses whatsoever that the Owner sustains or incurs from any claims, actions, suits, and proceedings for the use of the invention claimed in a patent, or in infringement or alleged infringement or any patent or any registered industrial design or any copyright or any other kind of intellectual property resulting from the performance of the Consultant’s obligations under the contract, and in respect of the use of or disposal by the Owner of anything furnished pursuant to the contract.

1.3 The Consultant’s liability to indemnify or reimburse the Owner under the contract shall not affect or prejudice the Owner from exercising its statutory rights or any other rights under law.

**GIC 2 CONSULTANT**

2.1 The Consultant shall, at its own expense, obtain and maintain insurance policies with an insurer(s) licensed to carry out business in Canada for the duration of the contract. The insurance contracts shall contain the terms and conditions specified in the “P” Insurance Conditions and any additional coverages as shown in the Supplementary Conditions. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the contract.

2.2 The Consultant must provide the Owner with a completed P2 Notice of Compliance with “P” Insurance Conditions prior to entering the property of the Owner. The form signed by the Consultant and its insurance broker or underwriter is considered proof that the Consultant’s insurance policies meet or will meet the specified “P” Insurance Conditions and any supplementary insurance conditions and will be in force from commencement up until completion of the contract.
2.3 The insurance coverage required by the provisions of “P” Insurance Conditions shall not limit the Consultant’s obligations under the contract. Any additional coverages the Consultant decide to obtain in order to fulfill the obligations under the contract and to ensure compliance with any applicable municipal by-laws or other laws shall be at the Consultant’s own discretion and expense.

GIC 3 INSURANCE PROCEEDS

3.1 If a claim becomes payable under a Comprehensive General Liability Insurance maintained by the consultant pursuant to Part II, the proceeds of the claim shall be paid by the insurer directly to the claimant, or as directed by the owner.

GIC 4 CONSULTANTS’ RESPONSIBILITY FOR SUB-CONSULTS, THEIR CONSULTANTS, SUB-CONTRACTORS AND THEIR SUPPLIERS

4.1 It is the responsibility of the Consultant to ensure that its sub-consultants, their sub-consultants and sub-contractors, and their sub-contractors and suppliers insure their exposures and maintain their insurance contracts up to the limits of the Consultant in order to support the Consultant’s insurance requirements according to the terms and conditions specified in the “P” Insurance Conditions. Failure to do so does not relieve the Consultant of its legal responsibilities under the contract.

GIC 5 PERIOD OF INSURANCE AND PROOF OF INSURANCE

5.1 The required insurance policies shall attach from the date of the commencement of the contract and shall be maintained for the duration of the contract.

GIC 6 PROOF OF INSURANCE

6.1 Immediately following notification of contract award and preceding the start of an on-site work, the Consultant shall provide proof of insurance or a certificate of insurance attesting that coverages meet the specifications stipulated for said contract. The proof or certificate must be submitted and accepted by the Engineer or Owner(s) Representative prior the commencement of work.

GIC 7 NOTIFICATION

7.1 Each insurance policy shall contain a provision that sixty (60) days’ advance written notice by registered mail or equivalent mail shall be given by the insurer(s) to the Owner in the event of any material change in or cancellation of coverage. Any such notice received by the Consultant shall be transmitted immediately to the Owner.

GIC 8 PAYMENT OF DEDUCTIBLE

8.1 The Consultant shall solely bear the payment of any applicable deductible.

GIC 9 AGENCY/TRUSTEE CLAUSE

9.1 It is understood and agreed that the insured who obtained the policy and paid the premium did so on its own behalf and as agent or trustee of any other insureds mentioned in the policy. It is further acknowledged and agreed by the insurer(s), as evidenced by their acceptance of the premium paid, that any person, firm or corporation within the description of an unnamed person insured by the policy may confirm such agency or trusteeship at any time.
GIC 10 DEFINITIONS

10.1 “Consultant” shall mean any person, firm or corporation entering into a contract with or agreeing with or being requested by the Owner to provide, supply or lease work, services, materials or equipment or any combination thereof, in connection with the project shown in the contract.

10.2 “Sub-Consultant” shall mean (a) any person, firm or corporation entering into a contract with the Consultant, and (b) any person, firm or corporation entering into a contract derived through any such contract with a Consultant to provide, supply or lease work, services, materials or equipment, or any combination thereof, in connection with the project shown in the contract.

10.3 “Occurrence” shall mean any one loss, disaster or casualty or series of losses, disasters or casualties arising out of one event, if the same event continues for a period of time, the event shall be deemed to be one occurrence. If the inception of the event causing the loss occurs prior to the date of the expiration of the policy evidenced to the Owner then the insurer(s) will be liable for any loss incurred after the expiration of this policy if caused by such event.

10.4 “Resultant Damage” shall mean damage to the insured property other than the cost of repairing or replacing the part or component of the insured property whose failure caused the loss or damage and which would have had to have been replaced or repaired even if no failure resulting in physical damage had occurred.

10.5 “Project site” shall mean the property within the property lines at the location of the project plus a further one (1) kilometre outside the property lines in all directions.

PART II

COMPREHENSIVE GENERAL LIABILITY (CGL)

CGL 1 SCOPE OF POLICY

The CGL policy, also known as Comprehensive General Liability, evidenced to the Owner shall provide for limits of liability on an occurrence basis as determined by the Owner in the Supplementary Conditions, but not less than $2,000,000 including bodily injury, death, and property damage for any one occurrence or series of occurrences arising out of one cause.

CGL 2 COVERAGE

The policy shall include but not be limited to the following coverages:

(a) Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Consultant and operations necessary or incidental to the performance of this contract.

(b) “Broad Form” property damage including completed operations and the loss of use of property.

(c) Occurrence property damage.

(d) Removal or weakening of support of any building, structure or land whether such support is natural or otherwise.
(e) Liability to third parties for bodily injury, personal injury (while not limited to, the coverage must include violation of privacy, libel and slander, false arrest, detention or imprisonment and defamation of character), death, and property damage arising out of the use, maintenance, operation, including loading and unloading of vehicles and equipment which are not licensed for highway use and which are not covered by Automobile Liability insurance.

(f) Non owned automobile liability.

(g) Elevator Liability (including hoists and similar devices).

(h) Owner’s and Contractor’s Protective Liability.

(i) Contractual and assumed liabilities under this contract.

(j) Completed operations liability.

The insurance including all aspect of Part II of the “P” Insurance Conditions, shall continue for a period of at least one year beyond the date of the Owner’s Final Certificate of Completion for the Completed Operations.

(k) Severability of Insureds:

The clause shall be written as follows:

“Except with respect to the limit of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a) As if each Named Insured were the only Named Insured; and

b) Separately to each Insured against whom claim is made or legal action is brought”.

(l) Cross Liability:

The clause shall be written as follows:

“The insurance as is afforded by this policy shall apply in respect to any claim or action brought against anyone insured by any other insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The inclusion of more than one insured shall not increase the limit of the insurer’s liability. Furthermore, any breach of a condition of this policy by any insured shall not affect the protection given by this policy to any other insured.”

(m) Employer’s Liability or confirmation that all employees are covered by Worker’s Compensation (WSIB) or by the Commission des normes, de l’équité, de la santé et de la sécurité du travail (CNESST) or similar program in which case contingent Employer’s Liability is required.

PART III

AUTOMOBILE LIABILITY (AL)

AL 1 SCOPE OF POLICY

1.1 The policy shall be written to cover all licensed automobiles, whether or not they belong to the Consultant, which are used directly, indirectly or incidentally, on the occasion of or in the performance by the Consultant of the work or operations mentioned in the contract.
AL 2  COVERAGES

2.1 The policy shall include but not be limited to the following coverages:
   (a) Be written for a minimum amount of $1,000,000 per occurrence for bodily injury, death and property damage.
   (b) Shall be subject to the provisions of the Automobile Insurance Act of Quebec or any successor legislation when the work is carried out in the Province of Quebec.
   (c) Shall be subject to the provisions of the Compulsory Automobile Insurance Act of Ontario or any successor legislation when the work is carried out in the Province of Ontario.

AL 3  COVERAGE SUPPLIED BY EMPLOYEES OF THE CONSULTANT

3.1 It is the Consultant's responsibility to ensure that their employees carry automobile insurance while on the Owner's property.

3.2 Employees of the Consultant who use their own vehicle or that of any other person for business-related activities while on the Owner's premises:
   (a) Shall carry vehicle liability insurance for a minimum of $1,000,000 per occurrence for bodily injury, death and property damage.
   (b) Shall be subject to the provisions of the Automobile Insurance Act of Quebec or any successor legislation when the work is carried out in the Province of Quebec.
   (c) Shall be subject to the provisions of the Compulsory Automobile Insurance Act of Ontario or any successor legislation when the work is carried out in the Province of Ontario.

PART IV

PROFESSIONAL LIABILITY (PL)

PL 1  SCOPE OF POLICY

1.1 The policy shall cover financial loss incurred by the Owner and Her Majesty in Right of Canada as a result of a negligent act, error and/or omission by the Consultant and/or its employees and/or its sub-contractors and their suppliers.

PL 2  COVERAGE

2.1 The Consultant shall obtain and maintain Professional Liability insurance coverage appropriate to the contract as described in the Articles of Agreement for a minimum amount as specified in the Supplementary Conditions, but not less than $1,000,000 per claim and annual aggregate.

2.2 In the event that a claim and/or knowledge of a possible claim has reduced the Consultant's Professional Liability insurance coverage prior to the commencement of the work or the coverage is reduced after the commencement of the work, the Consultant shall immediately obtain, at the Consultant’s own cost, an additional Professional Liability insurance policy in accordance with the “P” Insurance Conditions and the Supplementary Conditions.
PL 3 PERIOD OF INSURANCE

3.1 In addition to GIC6 (Proof of Insurance), the Consultant shall maintain the insurance coverage with the same insurer(s) on a continuous and uninterrupted basis during the term of the contract and for a period of twenty-four (24) months following date of completion of the work.

3.2 In the event that the original insurer(s) is/are no longer available or willing to underwrite the policy or the insurance is terminated, then the new policy shall contain a clause providing retroactive coverage covering the full term of the contract and the period of twenty-four (24) months following the date of the completion of the work.

PART V

WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

COMMISSION DES NORMES, DE L'ÉQUITÉ, DE LA SANTÉ ET DE LA SÉCURITÉ DU TRAVAIL (CNE SST)

WC 1 CANADIAN COMPLIANCE

The Consultant shall furnish evidence of compliance with all requirements of the applicable WSIB or CNE SST or Ordinance of the province concerned including payments due.

WC 2 USA COMPLIANCE

A U.S. Consultant shall furnish evidence of compliance with all requirements of the applicable US Worker's Compensation coverages required by the applicable U.S. statutes for the state of regulation.