

- 1 Indemnify and hold harmless the Owner from and against claims by third parties that arise out of, or are attributable to, performance of the Work provided that such claims are:
  - .01 attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, and
  - .02 caused by negligent acts or omissions of the Contractor or anyone for whose acts the contractor may be liable, and
  - .03 made in writing within the period prescribed by the Ontario limitation statute from the date of Substantial Performance of the Work.
- 2 Provide, maintain, and pay for the insurance coverage specified below. The duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment. Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, promptly provide the Owner with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.
- 3 **General Liability Insurance:**

General liability insurance shall be provided by the Contractor with limits of not less than **\$5,000,000 per occurrence** from the commencement of the Work until Substantial Performance of the Work, and thereafter to an aggregate limit of \$5,000,000, and with a property damage deductible not exceeding \$2,500. Contractor's policy shall be endorsed to include Lakehead University as a "Named Insured" only with respect to the Work and for liability arising out of the Contractor's operations.
- 4 **Automobile Liability Insurance:**

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than **\$2,000,000 inclusive per occurrence** for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Owner with not less than 15 days notice in writing in advance of any cancellation, change or amendment restricting coverage.
- 5 **Builders' Risk Insurance:**

All Risks property insurance for physical loss or damage to the Work during the course of construction shall have limits of not less than the **sum of the amount of the Contract Price and the full value of Products procured by the Owner for incorporation into the Work**, with a deductible not exceeding \$2,500. Contractor's policy shall be endorsed to include Lakehead University as a "Named Insured" only with respect to the Work.
- 6 Pay deductible amounts under policies.
- 7 All insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work.
- 8 If the Contractor fails to provide or maintain the specified insurance coverage, then the Owner shall have the right to provide and maintain such insurance coverage and will so notify the Contractor. The Contractor shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Contractor.

*END OF SECTION*