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Faro Mine Remediation Project (FMRP)	Version: 2	Date: 2024.08.13	

Vendor Minimum Insurance Requirements

Unless otherwise specified in the subcontract or subconsultant agreement or Purchase Order between Parsons and the Subcontractor, Subconsultant or Seller, respectively, below are the *minimum* insurance limits required of such engaged in work on the Faro Mine Remediation Project (FMRP).

Under some work packages, limits may need to be higher or coverages different based on the particulars of that package’s scope of work.

Please note that this information must be provided to potential Subcontractors, or Subconsultants or Sellers providing quotes or bidding on work at the Faro Mine Complex to ensure that they are fully aware of Parsons’ insurance requirements for the work prior to their quote(s) or bid(s) being submitted to Parsons.

1. Sellers coming on-site for low-risk work awarded under a Purchase Order*:

- a. **Worker’s Compensation Insurance**, including occupational illness or disease coverage, and other similar social insurance in accordance with the laws of the nation, state, territory, or province exercising jurisdiction over Seller.
- b. **Employers Liability**: Employers Benefits Liability, Contingent Employers Liability, or Employers Liability Insurance with a minimum limit of CAD \$1,000,000 per accident.
- c. **Comprehensive General Liability** including Contractual Liability coverage with a minimum combined single limit of CAD \$5,000,000 per accident.
- d. **Automobile Liability Insurance** covering the use of all owned, non-owned, and hired automobiles with a minimum combined single limit of CAD \$2,000,000 per occurrence of Bodily injury and property damage liability.
- e. **Additional Insured** – Coverages shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Parsons or Parsons’ Client. The Commercial General Liability policies shall be endorsed to name Parsons and Parsons’ Client and their employees and affiliates as additional insureds. Seller’s Comprehensive General Liability and Automobile Liability policies shall contain a cross liability clause
- f. **Additional Insured** shall be listed as “Parsons Inc. and His Majesty the King in Right of Canada as represented by the Minister of Public Works and Government Services and their respective officers, directors, agents, and employees.”
- g. **Waiver of Subrogation** – Seller shall obtain from each of its insurers a waiver of subrogation in favor of Parsons and Parsons’ Client and their employees and affiliates with respect to losses arising out of or in connection with the Work.
- h. **Waiver of Subrogation** should be listed as “Parsons Inc. and His Majesty the King in Right of Canada as represented by the Minister of Public Works and Government Services and their respective officers, directors, agents and employees”.

*Low-risk work means work that has a low risk of causing damage to Parsons, third parties or the environment such as water delivery, clerical or janitorial services,

2. Subcontractors awarded work under a Subcontract:

- a. **Workers' Compensation** in accordance with the statutory requirements of the Province or Territory in which the Work is performed.
- b. **Employers Liability:** Employers Benefits Liability, Contingent Employers Liability, or Employers Liability Insurance in the amount:
 - i. Bodily Injury by Accident CAD \$1,000,000 Each Accident
 - ii. Bodily Injury by Disease CAD \$1,000,000 Policy Limit
 - iii. Bodily Injury by Disease CAD \$1,000,000 Each Employee
- c. **Commercial General Liability** per the most recent Insurance Bureau of Canada (IBC) Commercial General Liability Insurance form, including Bodily Injury, Property Damage, Personal and Advertising Injury, Contractual Liability, and Completed Operations with limits in an amount of:
 - i. CAD \$5,000,000 Bodily Injury and Property Damage – Each Occurrence
 - ii. CAD \$5,000,000 Personal & Advertising Injury Limit
 - iii. CAD \$5,000,000 General Aggregate
 - iv. CAD \$5,000,000 Products/Completed Operations Aggregate
 - v. This policy shall not contain any contractual exclusion relative to Province or Territory labor laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.
- d. **Automobile Liability Insurance** per the most recent Insurance Bureau of Canada (IBC) Comprehensive Automobile Liability policy form with limits in an amount of two million dollars (CAD \$2,000,000) for Bodily Injury and Property Damage on a Combined Single Limit basis. Such policy shall cover all owned, non-owned and hired automobiles.
- e. **Professional Liability Insurance:** - If the performance of the Work requires professional services, Subcontractor shall carry Professional Liability Insurance including errors and omissions in an amount of one million dollars (CAD \$1,000,000) per claim and in the annual aggregate
- f. **Contractors Pollution Liability Insurance:** - If the Work includes construction, environmental remediation, potential hazardous material work, or Geotech with soil disturbing activities, Subcontractor shall carry Contractors Pollution Liability Insurance in an amount of one million dollars (CAD \$1,000,000) per claim and in the annual aggregate.
- g. **Watercraft** – If the performance of this Agreement requires the use of watercraft, the Subcontractor shall carry on all watercraft used in the performance of the Services, or require the owners of such watercraft to carry: (i) Hull and Machinery (including Collision Liability) Insurance, subject to the terms and conditions of the American Institute Hull Clauses or equivalent, in an amount not less than the market or replacement value of the watercraft, whichever is greater (any language in this policy which limits coverage to an insured who is not entitled limitation of liability shall be deleted), and (ii) Protection Indemnity Insurance including a contractual liability extension, in an amount of five million dollars (CAD \$5,000,000) or the market value of the watercraft, whichever is greater (any language in this policy which limits coverage to an insured who is not entitled limitation of liability shall be deleted).
- h. **Aircraft** – If the performance of this Agreement requires the use of aircraft (including helicopters), the Subcontractor shall carry, or require the owners of such aircraft to carry: Aircraft Liability Insurance with Single Limit Bodily Injury & Property Damage including Passenger Liability in an amount of ten million dollars (CAD \$10,000,000) each Occurrence applicable to owned, rented, leased, or borrowed aircraft while in the custody of the insured or anyone operating such aircraft with insured's permission. The policy shall not contain a "passenger" sublimit less than the required Ten Million dollars (CAD \$10,000,000).
- i. **Unmanned Aerial System (UAS) Liability** – If the performance of this Agreement requires the use of a UAS, the operator shall meet all applicable Transport Canada rules and maintain UAS Liability coverage in an amount of CAD \$1,000,000 for each occurrence and the annual aggregate including premises liability for operator's actions and personal injury coverage.
- j. **Umbrella/Excess Insurance** – Total limits may be provided by any combination of primary and excess/umbrella policies.
- k. **Additional Insured** – Each insurance policy shall be endorsed to include Parsons, the Client, and their respective officers, directors, agents, and employees as additional insureds for both Ongoing Operations and Completed Operations with the exception of Professional Liability and Automobile Liability Insurance and Workers Compensation. **Coverage afforded to the additional insureds shall apply on a primary and non-contributing basis** with any coverage maintained by the additional insured. In such cases, if the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be on an excess and non-contributory basis.

- I. **Additional Insured** shall be listed as “Parsons Inc. and His Majesty the King in Right of Canada as represented by the Minister of Public Works and Government Services and their respective officers, directors, agents, and employees.”
- m. **Waiver of Subrogation** – All policies, with the exception of Professional Liability Insurance and Automobile Liability Insurance, required by this Agreement, as allowed by statute, shall include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against Parsons, the Client, and their respective officers, directors, agents, and employees as additional insureds.
- n. **Waiver of Subrogation** should be listed as “Parsons Inc. and His Majesty the King in Right of Canada as represented by the Minister of Public Works and Government Services and their respective officers, directors, agents and employees”.

3. Subconsultants awarded work under a Subconsultant Agreement:

Same as those set forth for Subcontractors