

INTRODUCTION

Vendors, contractors, and consultants who supply goods and/or provide services to your local government do so with varying levels of risk. To effectively manage that risk, we recommend that our members require parties who they contract with to obtain and maintain an adequate level of insurance coverage to protect themselves, the local government, and the public from unpredictable or accidental loss or damage to property and from third party claims for bodily injury, death, property damage, or financial loss.

The following tables are meant to act as a guideline to assist you in determining the appropriate limits and type of insurance coverage to require from parties with whom you are contracting (contractors), depending on the nature of the contract. While we have provided some examples of contracts that might fall into each level of risk, it is for you to ultimately define the level of risk associated with each individual contract and your corresponding risk tolerance level. This document is available in Word as well as PDF so you can change the descriptions of risk level or minimum levels of insurance to match your local government's risk appetite, ensuring it is in line with your mission and strategic values.

In addition to the recommended insurance coverages in the table below, we recommend that you require the following provisions in all of your contracts:

- 1. An indemnity/hold harmless provision which releases the local government from responsibility for claims, demands, actions, damages, losses, and expenses relating to the contractor's performance under the contract and requires that the contractor name the local government as an additional insured under its insurance coverages.
 - E.g. "The Contractor agrees to defend, indemnify, and hold harmless the Local Government and its officers, agents, and employees for any and all claims, demands, actions, damages, losses, and expenses, including attorney fees and costs of litigation, arising out of, or relating to, the Contractor's performance under this contract, including those brought by employees or subcontractors of the Contractor."
- 2. Workers Compensation coverage, which provides medical treatment and wage subsidy for work-related injuries and illnesses for the contractor's employees.
- 3. Automobile Liability (third party) with a minimum limit of \$5,000,000 when the nature of the services or goods provided requires the use of vehicles.

HOW TO USE THE TOOL

This tool involves a three-step process. First, identify the type of contract and risk associated with the subject matter of the contract. Second, use the matrix to identify the various types and insurance limits you may want to require from the contractor in relation to that contract type and risk level. Third, determine the maximum insurance deductible for each coverage required.

Additional information about insurance industry terms are contained in the glossary section at the end of this document.

STEP 1: IDENTIFY THE CONTRACT AND RISK LEVEL

Risk levels are defined below and are colour-coded on the first matrix.

Minimum or low risk contracts involve one or more of the following:

- Service does not involve any modification or maintenance to be performed to local government property;
- No engineering or architectural services are required; and/or
- No bodily injury to others, damage to, destruction or loss of property, or loss of income or additional expenses anticipated or likely.

Medium risk activities or projects meet all or some of the following conditions:

- Service involves some minor modification or maintenance to be performed to local government property, including engineering and/or architectural services;
- Some potential risk of bodily injury to others, damage to, destruction or loss of property, or loss of income or additional expenses;
- Recreation program with moderate physical activity or involving vulnerable people (children, seniors, disabled); and/or
- Activity taking place at locations belonging to others.

High risk activities meet all or a majority of the following conditions:

- A large number of members of the public are present or will utilize the end product;
- New construction over \$3 million in project costs; and/or
- High risk of bodily injury to others, damage to, destruction or loss of property, or loss of income or additional expenses anticipated or likely.

Your local government should carefully consider the level of risk and the level of insurance you will require for contracts not described in the matrix below.

If the contract poses a minimal risk and where a recommendation is marked with an asterisk (*), if the contractor is not in a position to provide that level or type of insurance we recommend that you consider whether the circumstances warrant waiving the requirement (because the risk is so low).

TYPE OF CONTRACT		RISK L	-EVEL	
	MINIMAL	LOW	MEDIUM	HIGH
Business consulting and professional services Independent contractors retained to provide objective and professional advice	 Conceptual or graphic design Event planning Facilitation of presentations Data collection Feasibility studies and needs assessment Project or program facilitation and administration Strategic planning for land use, art, cultural, social, and community programs or services Training and development 	 Public consultation meetings away from the local government Financial valuations, estimates, or projections Advertising, promotions, newsletters, and publications Advice or evaluation of HR products or benefits Mediation or negotiation on behalf of the local government with public or external agencies Technical writing with consultations away from the local government facilities 	 Audits, actuarial services Design and drafting (including structural designs, engineering plants, or dwellings with built-in machinery and equipment) Design of electrical, mechanical, and plumbing systems Design of computer systems or programs; Media broadcasts and communications Inspections, surveys, or mapping Professional certifications Laboratory studies or testing 	 Geological and geotechnical surveys and studies Legal and medical services
	The term of minimum and low risk con of ONE year, subject to a performance term.	tracts should be limited to a maximum evaluation prior to the expiry of each		

TYPE OF CONTRACT	RISK LEVEL				
	MINIMAL	LOW	MEDIUM	HIGH	
Contractors that provide art, culture, sports, and recreational programs on behalf of the local government	 Health and wellness programs Leisure and recreation classes and workshops Non-contact recreational sports Social activities Swimming and skating lessons Art, cultural, or general interest programs Community art, mural, or beautification projects that do not involve installation of any structures Community involvement activities (community meetings) 	 Programs involving animals No-contact, low-impact, self-defense martial arts Off-site day trips within BC using public transportation Swimming, diving, and wading in a public life-guarded facility Personal training sessions and wall climbing lessons Community art, mural, or beautification projects that involve installation or erection of minor structures Small performances that do not require special set-up, modification to the premises, or specialized equipment; or that do not involve high-risk activities 	 Bike riding (not mountain biking), skateboarding, and rollerblading lessons Boating, canoeing, kayaking, sailing and skim boarding Off-site recreation, day trips, and tours within British Columbia involving use of a charter bus or rental passenger vehicle (i.e. senior sightseeing, day camp, hiking, and orienteering activities) Programs for adults and youth involving use of inflatables, bouncy castles, or trampolines Swimming or wading in a non-public and/or non life-guarded site 	 Mountain biking Longer sightseeing trips programs Go-carting Boxing and combative martial arts Rock climbing Snowshoeing, snowboarding and ski lessons, and winter tubing Snorkeling and scuba diving Windsurfing Performances that require special set-up, modification to the premises Large concerts 	

TYPE OF CONTRACT	RISK LEVEL					
	MINIMAL	LOW	MEDIUM	HIGH		
Construction and other trades work Qualified contractors bidding on construction, installation, and other trade works	Most, if not all, construction and trade work contracts involve some risk, and therefore we have not rated any type of contract in this category as minimal risk.	Contracts involving independent subtrades that deal with a small aspect of a larger project, such as installation of roofing, windows, drywall, painting etc. or repair or maintenance projects where the total contract value is less than \$100,000	Contracts involving independent subtrades that deal with a small aspect of a larger project, such as installation of roofing, windows, drywall, painting etc. or significant repairs or maintenance where the total contract value is more than \$100,000	Contractors providing one or more of the following services: Construction of buildings, infrastructure, or retaining walls Renovations or restoration projects Repair of building envelope Street or road work		
		The term for low and medium risk conformance of ONE year, subject to a performance term.				
Leases Local government rents or leases properties it owns, including land, building structures, commercial or residential strata units to others to generate income	Residential leases	Commercial leases (i.e. offices, small retail stores, coffee shops, concessions, hair salons/ barber shops, small garden centres, produce stores, or sundry shops)	Commercial and light industrial leases (i.e. full-service restaurants with deep-frying that serve alcohol, auto garages, mid-size garden centres, or produce stores)	Air, land, and ground leases (generally have a term of 60 years or more)		

TYPE OF CONTRACT	RISK LEVEL				
	MINIMAL	LOW	MEDIUM	HIGH	
License to use/occupy (rentals and special events) Permits, licenses, or permissions to the public, corporations or event organizers to use property owned or managed by the local government for various activities	 Artists and small outdoor performances in parks Block parties, picnics, and small group demonstrations and rallies Neighbourhood matching fund programs Photography, videography, or filming - less than one day Walk-a-thons and other non-competitive runs Small to medium size meetings in local government facilities 	 Farmers' markets Festivals, community celebrations – NO alcohol consumption Occupancy of streets at one single location Photography, videography, or filming – less than one week Private or non-profit functions – NO alcohol consumption Small theatrical, artistic, or cultural performances on local government streets or in parks Small-scale parades on local government streets or in parks Special events involving rental of local government building facilities for less than one day Temporary use of streets Larger walk-a-thons and other non-competitive runs Large meetings in local government facilities 	 in parks Non-competitive horse riding even Occupancy of streets at multiple Operation of horse-drawn carriage local government streets or in particle Rock, rap, or other large concerts Special events or filming involving six or more calendar days or recursed 	hout alcohol consumption as – involving alcohol consumption by community groups events on local government streets or ents locations ges or pedicab tourist carriages on rks s g rental of local government facilities – urring annually I government streets or in parks – six or annually	

TYPE OF CONTRACT		RISK		
	MINIMAL	LOW	MEDIUM	HIGH
Procurement Local government purchases goods or services from independent suppliers, manufacturers, distributors, or brokers, generally through a public bid process	Most, if not all, procurement contracts have some risk, and therefore we have not rated any type of contract in this category as minimal risk.	Vendor supplying or delivering one or more of the following products (excludes installation): Office furnishings, equipment, hardware/software, stationery, supplies, or parts Linens and uniforms (drapes, flags, or workmen, police, or fire uniforms)	Vendor supplying or delivering one or re (excludes installation): • Janitorial equipment or supplies • Plants or ground maintenance sue • Telecommunication systems • Construction materials, hardward • Light manual/electrical tools, eque • Street furniture or amenities • Electrical supplies or parts • Automobiles or auto parts • Specialized heavy equipment, main apparatus and marine vessels); • Fuels or industrial lubricants	applies (e.g. fertilizer) e, or supplies aipment, or parts
Operating agreements Services that are contracted out to be delivered by an independent operator and may also be leasing a local government-owned property (land, building, strata unit, portable, or trailer)	Most, if not all, operating agreements have some risk, and therefore we have not rated any type of contract in this category as minimal risk.	Single location childcare/development services Leisure, arts and crafts, or other cultural programs or workshops Employment placement or assistance programs	 Alarm monitoring, patrol, or other Art, cultural, exhibiting, or educate Community policing services Courier/delivery, transportation, remoderation, catering services Janitorial or laundry services Multi-location licensed childcare Marinas Neighbourhood drop-in centrest people Parking facilities Property management Recreational services Dispatch services 	moving, packing, or storage service es, or restaurants /development services

STEP 2: DETERMINE THE APPROPRIATE INSURANCE COVERAGE AND LIMITS TO REQUIRE FROM THE THIRD PARTY.

Now that you have identified the type of contract and level of risk associated with the contract, you can use the matrix below to assist you in deciding what types of insurance and the limits to require from the third party. To use the matrix, look up the type of contract that applies in the top row. The recommended types of insurance and limits are listed in the column below your contract heading. Recommendations for insurance limits pertaining to each level of risk for the contract type are colour-coded as follows:

Blue: Recommendation on limits applies to contracts of all risk levels
 Green: Recommendation on limits applies to contracts with minimal risk

• Yellow: Recommendation on limits applies to contracts with low risk

Orange: Recommendation on limits applies to contracts with medium risk
 Red: Recommendation on limits applies to contracts with high risk

• N/A: Not necessary for the contract type or level of risk

TYPE OF CONTRACT		INSURANCE COVERAGE						
	Commercial General Liability (CGL)	All Risk Property	Professional Liability ¹ (E & O) (per occurrence & aggregate)	All Risk Course of Construction ² (COC) Including Equipment Breakdown ³ (general contractor)	Wrap-up Liability ² (general contractor)	Tenants Legal Liability	Business Interruption	Other (Comprehensive crime, marine, pollution/EIL)
Business consulting and professional services	\$2 million	N/A	\$1 million	N/A	N/A	N/A	N/A	Pollution/Environmental Impairment Liability Insurance \$2M per occurrence/\$5M
	\$2 million		\$1 million					aggregate if the professional is advising on dangerous substances or works close to endangered species habitat or works related to
	\$2 million		\$2 million/\$5 million					waste water treatment, disposal site, or recycling facility. May require higher limits on a case-
	\$2 million		\$5 million/\$10 million					by-case basis, depending on the risk of the project.

¹Any business that involves in providing advice and/or consulting work that the municipality relies on will require E & O minimum \$1 million.

² For owner-controlled insurance program, please contact MIABC for details.

³ Can consider accepting installation floater for small trades work. Note installation floater covers contractor's work only.

TYPE OF CONTRACT				INSURAN	NCE COVERAGE										
	Commercial General Liability (CGL)	All Risk Property	Professional Liability ¹ (E & O) (per occurrence & aggregate)	All Risk Course of Construction ² (COC) Including Equipment Breakdown ³ (general contractor)	Wrap-up Liability ² (general contractor)	Tenants Legal Liability	Business Interruption	Other (Comprehensive crime, marine, pollution/EIL)							
Community programs (sports, leisure, recreation)	\$2 million* \$2 million \$2 million \$2 million	N/A	N/A	N/A	N/A	N/A	N/A	N/A							
Construction projects and other trades work	N/A	Contractor's equipment	\$2 million - \$5 million Project-specific E & O covers all architects and	Full replacement value of project + 10%	High risk contracts with total contract value between \$1	N/A	N/A	Pollution/asbestos (EIL) \$2M per occurrence/\$5M aggregate when required. May require higher limits on a							
	\$2 million		covers all architects and consultants with a pre-determined maintenance period	ants with a million and \$5 million ermined require \$5 million plus		case-by-case basis if the conti dealing with dangerous substa	case-by-case basis if the contractor is dealing with dangerous substances. Marine insurance for contracts involving								
	\$5 million					completed operation coverage			ownership, use, or maintenance of marine vessels. Equipment breakdown insurance should						
	\$5 million							be required if testing and commissioning are required as part of the contract.							
Leases	\$2 million	Lessee's/tenant's contents and improvements	N/A	N/A	N/A	\$250,000 (or replacement cost of premises if lower)	N/A	Pollution/asbestos (EIL) \$2M per occurrence/\$5M aggregate when required. \$5M per occurrence							
	\$2 million	Lessee's/tenant's contents and improvements										\$250,000 (or replacement cost of premises if lower)	replacement cost of		if the lessee is engaging in operations involving chemicals (i.e. operating a dump or recycling centre).
	\$3 million	Lessee's/tenant's contents and improvements				\$500,000 (or replacement cost of premises)									
	\$5 million	All building structures and improvements located at the leased site including property of every description belonging to the lessee				N/A									

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TYPE OF CONTRACT		INSURANCE COVERAGE						
	Commercial General Liability (CGL)	All Risk Property	Professional Liability ¹ (E & O) (per occurrence & aggregate)	All Risk Course of Construction ² (COC) Including Equipment Breakdown ³ (general contractor)	Wrap-up Liability ² (general contractor)	Tenants Legal Liability	Business Interruption	Other (Comprehensive crime, marine, pollution/EIL)
Operating agreements	\$2 million	Lessee's contents, equipment and improvements. If the Lessee is the	N/A	N/A	N/A	\$250,000 (or replacement cost of premises if lower)	Applicable to for- profit organizations; up to 12 months' profits	Crime policy may be required if lessee handling or has care, custody, or control of local government assets (e.g. cash, securities, properties) or
	\$5 million	sole occupant of a building owned by the local government or has an air/land/ground lease with the local government and the term of the lease is 10 years or more, you may require the lessee to carry All Risk Property insurance for the building structures and improvements located at the site.				\$500,000 (or replacement cost of premises)		is obligated within the governing contract to share a percent of annual revenues with the local government. Marine insurance for contracts involving ownership, use, or maintenance of marine vessels.
License to use/ occupy (rentals)	\$2 million*	Permittee's or	N/A	N/A	N/A	N/A	N/A	N/A
,	\$2 ITIIIIOTT	licencee's properties						
	\$2 million \$2 million							
Procurement (goods)	\$2 million	Equipment, including work (products) in-progress prior to delivery	N/A	N/A	N/A	N/A	N/A	N/A

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STEP 3: DETERMINE THE MAXIMUM INSURANCE DEDUCTIBLE

The contractors and consultants are responsible for payment of all applicable insurance deductibles. In order to ensure that the contractors and consultants do not assume a deductible or self-insurance limit that exceeds their financial abilities, we recommend that your insurance requirements specify a maximum applicable deductible for each type of insurance coverage. While it would be difficult to verify a contractor's ability to pay a deductible, and this exercise is more of a guess, the size and longevity of the contactor's business may give you some indication of whether to require a deductible closer to the recommended maximum or a lower deductible. For non-profit groups and individuals working by themselves, you may want to set deductible levels much lower than those maximum levels suggested below. Depending on the nature of risk associated with each contract, the following list specifies the maximum insurance deductibles:

All Risk Property Insurance	\$5,000
Commercial General Liability Insurance	\$5,000
Professional Liability Insurance	\$50,000
Pollution/Environmental Impairment Liability Insurance	\$50,000
Course of Construction/Builders Risk Insurance	\$10,000
Wrap-up Liability Insurance	\$10,000

COMMON INSURANCE PROVISIONS IN CONTRACTS

We recommend that you consider including the following provisions in your contracts:

- That the local government be provided with 30 (or 60) days written notice of cancellation or material change resulting in reduction of coverage, except for policy cancellation due to non-payment of insurance premium, in which case the written notice of cancellation shall follow the applicable statutory insurance conditions. The duration of written notice required may vary in accordance with the term of the contract. If the term of the contract is one year or less, 30 days written notice is adequate. If the term of the contract exceeds one year, 60 days written notice may be required.
- If the local government has an insurable interest in the insured property, the local government must be added as a "Named Insured" and "Loss Payee" under the property insurance policy in respect to its interests.
- Each Commercial General Liability Insurance policy must be extended to cover the contractor's or consultant's Blanket Contractual Liability and contain a Cross Liability (or Severability of Interest) clause naming the local government (and/or its affiliated boards or institutions), its officials, officers, employees, servants, and agents as "Additional Insured".
- All property insurance policies must contain a Waiver of Subrogation in favour of the local government whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the local government for any property loss or damage claim(s).
- The insurance policy (policies) carried by the vendor, contractor, or consultant will be primary in respect to the operation of the named insured pursuant to the contract with the local government. Any insurance or self-insurance maintained by the local government will be in excess of such insurance policy (policies) and will not contribute to it.

GLOSSARY

All Risk Property Insurance	Provides the Named Insured with coverage for any direct loss or damage to property of every description, including but not limited to, buildings, leasehold or tenants' improvements, furnishings, fixtures, office equipment, tools, and mobile equipment belonging to the Named Insured or the property of others for which the Named Insured is legally liable.
All Risk Tenant's Legal Liability Insurance	Protects the Named Insured (tenant) against liability for damage to the premises rented, leased, or occupied by the tenant, including damages resulting from any activities and operations of the tenant.
Auto Liability Insurance	Protects the Named Insured against third party claims for bodily injury, death, or property damage resulting from the operation of licensed vehicles owned or leased by the contractor.
Business Interruption Insurance	Provides the Named Insured with coverage for loss of income or profit, extra expenses, standing charges, or payroll expenses incurred during the period the damaged or lost property is being repaired or replaced.
Commercial (or Comprehensive) General Liability Insurance	Protects the Named Insured against third party claims for bodily injury, death, or property damage arising out of its operation.
Comprehensive Crime Insurance	Comprehensive Dishonesty, Destruction, Disappearance Crime Insurance protects the Named Insured from loss of money, securities, or other property as a direct result of employee dishonesty; robbery (loss incurred inside or outside the premises); money orders, and counterfeit paper currency and depositors' forgery.
	Fidelity Bond for janitorial or building service contractors protects the Named Insured against all claims for loss of money, securities, or other property that the Named Insured or third parties may suffer as a direct result of the fraudulent or dishonest acts of the Named Insured, its employees, or agents.
Course of Construction (Builder's Risk) Insurance	Course of construction, or builder's risk insurance, insures buildings or projects under construction against the costs of repair or replacement in the event of an accident.

Equipment Breakdown	Coverage for loss due to mechanical or electrical breakdown of nearly any type of equipment, including photocopiers and computers. Coverage applies to the cost to repair or replace the equipment and any other property damaged by the equipment breakdown.
Indemnification/Hold Harmless	Releases the local government from responsibility for claims, demands, actions, damages, losses, and expenses relating to the contractor's performance under the contract. Names the local government as additional insured under the contractor's coverage.
Marine Insurance	Hull and Machinery Insurance protects the named insured against any direct loss or damage to owned vessels, damage to vessels owned by third parties as a result of the operation of the named insured's vessel, or damage for which the named insured is legally liable. Protection and Indemnity Insurance protects the named insured against third party claims for bodily
	injury, death, or property damage arising out of the operation of vessels owned or leased by the named insured.
Pollution/Environmental Impairment Liability Insurance	Required when the contractor is involved in any activity which may include transport, application, disposal, use, or handling of hazardous materials.
	Protects the Named Insured (contractor) against all claims for bodily injury, death, property damage, or loss of use thereof, arising out of the operations of the Named Insured, its employees, agents, or sub-contractors, including but not limited to, claims resulting from use or removal of asbestos, lead, mould, or any materials containing such contaminants.
Professional Liability	Required when the contractor is providing services for which professional malpractice or liability insurance is available. Generally "brain" work rather than "physical" work (accountants, attorneys, architects, engineers, etc.)
	Protects the named insured against claims resulting from any errors or omissions arising out of the provision of professional services.

Project Specific Property and Liability Insurance for Construction Projects	All Risk Builders Risk [Course of Construction] or Installation Floater Insurance [issued in the joint names of the owner (local government) and the contractor] provides coverage for any direct loss or damage to materials, equipment and machinery, supplies, labour, and work-in-progress (including property of the insured or others for which the insured has assumed responsibility and which will form part of, or is incidental to, the work or project. Project-Specific Professional Liability Insurance (issued in the joint names of the consultant, engineer, architect, their sub-consultants, and all other parties participating in the design work of the project) provides coverage for financial damage claims resulting from any wrongful act, error, or omission of the named insured in the performance of their professional services. Wrap-up Liability Insurance (issued in the joint names of the owner (local government), the contractor, consultant, engineer, architect, including sub-contractors and sub-consultants, their respective agents, and employees) protects against third party claims for bodily injury, death, or property damage, including loss of use thereof, with respect to activities related to the work or project.
Umbrella Liability Coverage	Added when contract includes activity which could result in catastrophic bodily injury or property loss and basic limits of insurance are not sufficient. Underlying policy schedule should be examined carefully to ensure total liability limits applicable is calculated correctly.
Workers Compensation	Where applicable, the contractor or consultant must certify that they are registered and are in good standing with WorkSafe BC and that all assessments have been paid in full. They must provide the local government with evidence of compliance in the form of a confirmation letter from WorkSafe BC.
Wrap-up Liability Insurance versus relying on CGLs from all parties involved	Wrap-up Liability Insurance (issued in the joint names of the owner (local government), the contractor, consultant, engineer, architect, including sub-contractors and sub-consultants, their respective agents, and employees) protects against third party claims for bodily injury, death, or property damage, including loss of use thereof, with respect to activities related to the work or project. Wrap-up liability insurance is project-specific insurance you would obtain and is a good idea when there are multiple contractors, professionals, and subcontractors involved.

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