

SCHEDULE 8

INSURANCE REQUIREMENTS

1. GENERAL

1.1 Capitalized Terms

Capitalized terms used in this Schedule have the definitions as set out in the Agreement to Design and Build Anthony Henday Drive and Stony Plain Road/100 Avenue Interchange, Edmonton (the “DB Agreement”) between Her Majesty the Queen in right of Alberta and the Contractor, as defined therein, unless expressed otherwise.

1.2 DB Agreement Reference

This Schedule is referenced in sections 1.3, 3.1, 11.1, and 11.2 of the DB Agreement.

2. GENERAL INSURANCE REQUIREMENTS

2.1 Insurance Act

All insurance policies must comply with the *Insurance Act* (Alberta).

2.2 No Limit on Obligations

The insurance forms and limits listed below are presented as minimum requirements that the Contractor must provide, without in any way limiting the Contractor’s obligations or liabilities under the DB Agreement.

2.3 Actual Form and Substance

All insurance must be in forms and with terms acceptable to the Province, acting reasonably.

3. REQUIRED INSURANCE

3.1 Required Insurance

The Contractor shall purchase and maintain in full force at all times, from the Execution of the DB Agreement through to Construction Completion (and during any warranty work in respect of the general liability wrap-up insurance):

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(a) general liability wrap-up insurance in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Annual general aggregate limit, if any, must not be less than \$10,000,000. Aggregate limit can be achieved through primary or umbrella liability insurance. The named insureds on the policy shall be the Province and the Contractor. Additional insureds under the policy shall include all consultants, subconsultants and subcontractors. The Province as a named insured must have the right to make a claim under the policy directly to the insurer. Such insurance shall include but not be limited to:

- Products and completed operations liability; the completed operations liability coverage shall remain in effect for a period of 24 months after Construction Completion;
- Owner's and contractor's protective liability;
- Blanket written contractual liability;
- Contingent employer's liability;
- Personal injury liability;
- Non-owned automobile liability;
- Cross liability with respect to additional insureds;
- Employees as additional insureds;
- Broad form property damage endorsement;
- Operation of attached machinery; and
- Sudden and accidental pollution,

and where such further risk exists:

- Blasting, demolition, pile driving, caisson work or tunnelling, as applicable;
- Elevator and hoist liability; and
- Towing/on hook coverage;

(b) automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$5,000,000;

(c) course of construction insurance in the form of an “all risks” builder’s risk policy covering bridge structures, bridge culverts, and any other structures forming part of the Project. The course of construction policy shall insure the Project to a minimum of the full value of the bridge component of the Project. The named insureds on the policy shall be the Province and the Contractor. Additional insured under the policy shall include all consultants, subconsultants, and subcontractors and all others having an insurable interest in the Project. The Province as a named insured must have the right to make a claim under the policy directly to the insurer; and

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- (d) or shall cause to be purchased and maintained, project specific professional errors and omissions insurance, covering all architects and engineers and other design professionals involved in the Project, in an amount not less than \$5,000,000 per occurrence subject to a minimum \$5,000,000 project aggregate. Project specific professional errors and omissions insurance coverage shall include an extended reporting period of not less than 36 months from Construction Completion.