

**1. RELATED REQUIREMENTS**

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- 1.1 Hold Harmless Agreement: General Conditions.

**2. GENERAL REQUIREMENTS FOR INSURANCE**

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- 2.1 Without restricting the generality of the hold harmless provisions of the General Conditions of Contract and without limiting the obligations or liabilities under the Contract, the Contractor shall, provide, maintain, and pay for the insurance coverages specified in this section.
- 2.2 Form: Insurance policies shall be placed with Insurers who comply with the Insurance Act (Alberta) and be in forms acceptable to the Minister. All required insurance shall be primary and shall not require the pro rata sharing of any loss by any insurer of the Province.
- 2.3 Duration: Unless otherwise specified, required insurance coverages shall be maintained continuously from the date of commencement of the Work until the date of Total Performance of the Work.
- 2.4 Waiver of Recourse: The Contractor waives all rights of recourse against the Minister for damages to the Contractor's property.
- 2.5 Deductible: The amount of deductible on any insurance provided by the Contractor shall be reasonable and shall be subject to the Minister's approval.
- 2.6 Notice of Change to Policy: Each required policy shall be endorsed to provide the Minister with not less than 30 Days advance written notice of cancellation including cancellations for non-payment of premium.
- 2.7 Proof of Insurance: Prior to commencement of any activities on Site, the Contractor shall provide the Minister with proof that insurance coverages are in effect and meet the specified conditions. Proof of insurance shall be in the following forms:
- .1 Completed Alberta Transportation Certificate of Liability Insurance.
  - .2 Completed Alberta Transportation Certificate of Property Insurance.
  - .3 Insurer's standard certificate for [flood] [earthquake] [the Contractor's equipment] insurance coverage.

In addition, the Contractor shall at any time upon request, promptly file a certified true copy of any insurance policy and shall otherwise provide proof of any required insurance, in a form acceptable to the Minister.

- 2.8 Subcontractors' Insurance: The Contractor shall ensure that Subcontractors provide their own General Liability Insurance, Automobile Liability Insurance, where such risks exist, Aircraft and Watercraft Liability Insurance, and Other Insurance equivalent to that specified herein. With respect to General Liability Insurance, the Contractor may alternatively provide such insurance on a wrap-up basis insuring himself, his Subcontractors, and anyone employed directly or indirectly by himself or his Subcontractors to perform a part of the Work. The named insureds on such wrap up liability insurance policy shall be the Contractor and the Minister. The requirements under Article 3 – General Liability Insurance shall apply to such wrap up liability insurance

and in addition, the policy shall contain completed operations liability coverage, which shall remain in effect for a period of 12 months after the date of Interim Acceptance of the Work

**3. GENERAL LIABILITY INSURANCE**

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- 3.1 The Contractor shall provide General Liability Insurance with limits of not less than \$10,000,000.00 inclusive per occurrence, insuring against bodily injury, death, and property damage including loss of use thereof. Such insurance shall include but not necessarily be limited to coverage for:
- .1 Owner's and Contractor's protective liability,
  - .2 blanket written contractual liability,
  - .3 personal injury liability,
  - .4 non-owned automobile liability (minimum sub-limit \$2,000,000),
  - .5 broad form property damage endorsement endorsement (as per as per IBC 2313 or similar. Minimum sub-limit \$1,000,000),
  - .6 sudden and accidental pollution,
  - .7 Forest-fire fighting expenses (minimum sub-limit \$250,000).
- 3.2 Where such further risks exist, General Liability Insurance shall also include coverage for the following, to limits specified in clause 3.1:
- .1 Operations requiring the use of explosives for blasting, or pile driving or caisson work, or removal or weakening of support of property, building or land.
  - .2 Elevator and hoist liability.
  - .3 Operation of attached machinery.
- 3.3 General Liability Insurance shall:
- .1 **not** include the Minister as a named insured, and
  - .2 shall be maintained continuously until twelve months following the date of Substantial Performance of the Work or until the date of Total Performance of the Work, whichever is later.

**4. AUTOMOBILE LIABILITY INSURANCE**

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- 4.1 The Contractor shall provide Automobile Liability Insurance on all vehicles owned, operated or licensed in Contractor's name, with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and property damage.

**5. AIRCRAFT AND WATERCRAFT LIABILITY INSURANCE**

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- .1 Where such risks exist, Contractor shall provide Aircraft Liability Insurance and Watercraft Liability Insurance on all aircraft and watercraft, owned, operated or licensed in Contractor's name and non-owned aircraft and watercraft used in Contractor's operations, with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

**6. COURSE OF CONSTRUCTION AND BOILER INSURANCE**

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6.1 The Contractor shall provide Course of Construction Insurance in the form of:

- .1 an All Risks Builder's Risk Policy, or
- .2 if appropriate, due to the nature of the Work, and subject to the Minister's approval, an All Risks Installation Floater,

Coverage shall:

- .1 insure not less than the sum of the amount of the Contract Price and, if any the full value of Products specified to be provided by the Minister for incorporation into the Work.

OR

- .2 insure not less than [25%] [50%] [ ] of the Contract Price plus an appropriate value for risk of loss to the Minister's Products specified to be provided by the Minister, if any, in the Contractor's care, custody and control.

OR

- .3 insure Work, and if any, the full value of Products specified to be provided by the Minister for incorporation into the Work for not less than [\$ ].
- .4 extend to any location and while in transit and shall be maintained continuously until the date of Substantial Performance of the Work.
- .5 include loss or damage caused by flood.
- .6 include loss or damage caused by earthquake.

6.2 Where such risks exist, the Contractor shall provide Boiler and Machinery/Equipment Breakdown Insurance insuring not less than the sum of the amount of the Contract Price and the full value of Products specified to be provided by Minister for incorporation into the Work. Such risk shall be deemed to exist when the Work includes any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power. The insurance coverage shall not less than the insurance provided by a comprehensive boiler and machinery policy. The policy shall have the same limits as specified for the course of construction policy and shall be written on a replacement cost basis and shall cover all boilers, pressure vessels and other objects insurable under a standard boiler and machinery policy. The named insureds on the insurance policy shall be the Contractor and the Minister. Other insureds shall include all subcontractors, consultants and subconsultants of every tier, whether named or unnamed in the policy, and all others having an insurable interest in the Work as other insureds. The policy shall be maintained continuously until date of Substantial Performance of the Work or until such objects have been installed, tested and accepted by the Minister, whichever is the latest.

**7. CONTRACTOR'S EQUIPMENT INSURANCE**

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7.1 The Contractor shall provide insurance covering construction machinery and equipment owned, rented,

or used by the Contractor for performance of the Work, in such forms and amounts as will enable the expeditious replacement or repair of damaged or destroyed equipment.

**8. OTHER INSURANCE**

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8.1 The Contractor shall provide, maintain and pay for any additional insurance required to be provided by law, or which he considers necessary to cover risks not otherwise covered by insurance specified in the Contract Documents.

**END OF SECTION**