

Use this Section to specify Insurance Conditions for construction contracts when Section 00 72 00 - General Conditions of Contract is used.

Use this Section as is; do not modify in any way, except as indicated below.

This Section is intended for use on Infrastructure construction projects procured by the design-bid-build method and valued from \$250,000 to \$10 Million.

This Section is not to be used for hospital projects or school projects. For hospital project, please contact the Risk Management and Insurance (RMI) division of Treasury Board and Finance for revised insurance specifications and to arrange insurance under the Hospital Owner-Controlled Insurance Program. Please involve RMI early in the process.

If Asbestos Abatement is required on this project include Section 00 73 16.90 00 73 16.90– Asbestos Abatement / Environmental Impairment Liability Insurance.

If the Work involves renovation or modernization of existing buildings, occupied or unoccupied, where the contractor will have care, custody and control of an entire building or site or a significant part thereof, include Section 00 73 08 – Supplementary Conditions (Insurance – Contractor’s Care, Custody and Control).

If there are special requirements, modification of text may be necessary by means of Supplementary Conditions. Special requirements must be reviewed with Infrastructure Procurement Services.

This Master Specification Section contains:

- .1 This Cover Page
- .2 Specification Section Text:
 - 1. Related Requirements.
 - 2. General Requirements for Insurance.
 - 3. General Liability Insurance.
 - 4. Automobile Liability Insurance.
 - 5. Aircraft and Watercraft Liability Insurance.
 - 6. Course of Construction and Boiler and Machinery/Equipment Breakdown Insurance.
 - 7. Asbestos Abatement / Environmental Impairment Liability Insurance
 - 8. Other Insurance.
- .3 Insurance Certificate Forms:
 - .1 00 73 16B-BPL eForm – Certificate of Liability Insurance (Standard Form)
 - .2 00 73 16B-BPP eForm – Certificate of Property Insurance (Standard Form)Refer to Article 2.7 for link.

2023-09-07

Section 00 73 16.05
Insurance Conditions – Infrastructure Projects 0.25M to 10M

Changes made in this Section Update (2023-09-07):

1. Links to 00 73 16B-BPL eForm and 00 73 16B-BPP eForm updated.

1. RELATED REQUIREMENTS

- .1 Hold Harmless Agreement: General Conditions of Contract.
- .2 Workers Compensation: General Conditions of Contract.

2. GENERAL REQUIREMENTS FOR INSURANCE

- .1 Without restricting the generality of the hold harmless provisions of the General Conditions of Contract and without limiting his obligations or liabilities under the Contract, Contractor shall, unless otherwise specified, provide, maintain, and pay for the insurance coverages specified in this Section.
- .2 Form: Insurance policies shall be placed with Insurers who comply with the Insurance Act (Alberta) and be in forms and amounts acceptable to Province. All required insurance shall be primary and shall not require the pro rata sharing of any loss by any insurer of the Province.
- .3 Duration: Unless otherwise specified, required insurance coverages shall be maintained continuously from date of commencement of the Work until date of Final Acceptance of the Work by Province.
- .4 Waiver of Recourse: Contractor waives all rights of recourse against Province for damages to Contractor's property.
- .5 Deductible: Amount of deductible on any insurance provided by Contractor shall be reasonable and shall be subject to Province's approval.
- .6 Notice of Cancellation of Policy: Each required policy, except for the automobile policy, shall be endorsed to provide the Province with not less than 30 Days advance written notice of cancellation including cancellations for non-payment of premium.
- .7 Proof of Insurance: Prior to commencement of any activities on site, Contractor shall provide Province with proof that insurance coverages are in effect and meet specified conditions. Such proof shall be in the form of completed Infrastructure Certificates of Insurance available at <https://www.alberta.ca/contractor-forms-owned-infrastructure#jumplinks-0>:
 - .1 **Certificate of Liability Insurance (Standard Form)**, Form number **00 73 16B-BPL eForm**; and
 - .2 **Certificate of Property Insurance (Standard Form)**, Form number **00 73 16B-BPP eForm**,

as well as any other evidence of insurance required in this contract. In addition, Contractor shall at any time upon request, promptly submit to the Province a certified true copy of any insurance policy and shall otherwise provide proof of any required insurance, in a form acceptable to Province. Delivery to and examination by the Minister of any policy of insurance evidencing such insurance shall not relieve the Contractor of any of its obligations pursuant to the provisions of this Contract and shall not operate as a waiver by the Minister of any rights.

.8 Subcontractors' Insurance: Contractor shall ensure that his 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, 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.

.1 The Named Insureds on such wrap up liability policy shall be the Contractor and the Province. Other insureds shall include all subcontractors, consultants and subconsultants involved in the Work, whether named or unnamed in the policy. Such policy must contain cross liability and severability of interest clauses.

.2 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 If a wrap up liability insurance policy is obtained, upon Interim Acceptance of the Work, the Contractor shall obtain and maintain General Liability insurance in compliance with 3.1 and shall ensure that all of his Subcontractors provide their own General Liability insurance in compliance with 3.1. This insurance shall remain in place until Final Acceptance of the Work.

3. GENERAL LIABILITY INSURANCE

.1 Contractor shall provide General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence, and in aggregate with respect to products and completed operations, insuring against bodily injury, personal injury, and property damage including loss of use thereof. To achieve the desired limit, primary insurance and umbrella or excess liability insurance may be used. Such insurance shall include but not be limited to coverage for:

- .1 Products and Completed Operations liability.
- .2 Non-owned automobile liability (minimum sub-limit \$2,000,000).
- .3 Broad form property damage endorsement.

- .2 Where such further risks exist, General Liability Insurance shall also include coverage for the following, to limits specified in 3.1, unless otherwise noted:
 - .1 Elevator and hoist liability.
 - .2 Operation of attached machinery.
 - .3 Forest fire-fighting expenses (minimum sub-limit \$250,000).
 - .4 Sudden and accidental pollution coverage (as per IBC 2313 or similar. Minimum sub-limit \$1,000,000).

- .3 General Liability Insurance shall:
 - .1 **not** include Province as a named insured, and
 - .2 shall be maintained continuously until twelve months following date of Interim Acceptance of the Work or until date of Final Acceptance of the Work, whichever is later.

4. AUTOMOBILE LIABILITY INSURANCE

- .1 Contractor shall provide Automobile Liability Insurance on all vehicles owned or licensed in Contractor's name, with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and property damage.

5. AIRCRAFT AND WATERCRAFT LIABILITY INSURANCE

- .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 AND MACHINERY/EQUIPMENT BREAKDOWN INSURANCE

- .1 Contractor shall provide Course of Construction Insurance in the form of an “all risks” Builder's Risk Policy on a replacement cost basis, insuring not less than the sum of the amount of the Contract Price and the full value of Products specified to be provided by Province for incorporation into the Work.
 - .1 This insurance requirement cannot be satisfied with an installation floater.
 - .2 The named insureds on the policy shall be the Contractor and the Province. Other insureds shall include all subcontractors, consultants and subconsultants, whether named or unnamed in the policy, and all others having an insurable interest in the Work.

- .3 The Province as a named insured must have the right to make a claim directly to the insurer.
- .4 Coverage shall extend to any location and while in transit and shall be maintained continuously until date of Interim Acceptance of the Work.
- .2 Where such risks exist Contractor shall provide Boiler and Machinery / Equipment Breakdown Insurance, insuring not less than the replacement value of the Work.
 - .1 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.
 - .2 The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
 - .3 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.
 - .4 The policy shall include:
 - .1 The Contractor and the Province as named insureds,
 - .2 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.
 - .5 The policy shall be maintained continuously until date of Interim Acceptance of the Work or until such objects have been installed, tested and accepted by the Province, whichever is the latest.

7. ASBESTOS ABATEMENT / ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

- .1 When asbestos abatement forms part of the work of the project, provide Asbestos Abatement / Environmental Impairment Liability Insurance coverage specified in Section 00 73 16.90 - Asbestos Abatement / Environmental Impairment Liability Insurance.

8. OTHER INSURANCE

- .1 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