

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, design bid build construction projects valued from \$10 Million up to \$50 Million dollars. For projects valued over \$50 Million, please contact the Risk Management and Insurance (RMI) division of Treasury Board and Finance for revised insurance specifications. Please involve RMI early in the process.

This Section is not to be used for hospital projects or school projects. For hospital project, please contact RMI 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 – 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-LPL eForm – Certificate of Liability Insurance (Large Projects)
 - .2 00 73 16B-LPP eForm – Certificate of Property Insurance (Large Projects)Refer to Article 2.7 for link.

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

1. Links to 00 73 16B-LPL eForm and 00 73 16B-LPP 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 and upon renewal, amendment or extension of any part of the insurance or at any other time requested by the Province, Contractor shall provide the 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 (Large Projects)**, Form number **00 73 16B-LPL eForm**; and
 - .2 **Certificate of Property Insurance (Large Projects)**, Form number **00 73 16B-LPP 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 automobile insurance and, where such risks exist, aircraft and watercraft liability insurance equivalent to that which the Contractor is required to provide herein.

3. GENERAL LIABILITY INSURANCE

- .1 Contractor shall provide project specific general liability wrap-up insurance in an amount not less than \$10,000,000 per occurrence and in the aggregate with respect to products and completed operations, insuring against bodily injury, personal injury and property damage including loss of use thereof. General aggregate amount, if any, must not be less than \$20,000,000. Such coverage shall cover all operations related to the Work whether conducted on the Place of Work or elsewhere. The named insureds on the policy shall be the Province and the Contractor. The Province as a named insured must have the right to make a claim directly to the insurer. Other insureds on the policy shall include the Consultant and all consultants, sub-consultants, and subcontractors of every tier, whether named or unnamed in the policy. Such insurance shall include, but not be limited to:

- .1 Owner's and Contractor's protective liability;
- .2 Products and completed operations liability; the completed operations liability coverage shall remain in effect for a period of 24 months after Interim Acceptance of the Work;
- .3 Broad form property damage;
- .4 Blanket written contractual liability;
- .5 Contingent employer's liability;
- .6 Non-owned automobile liability (minimum sub-limit \$2,000,000);
- .7 Cross liability and severability of interests;
- .8 Employees as additional insureds;
- .9 Forest fire fighting expenses (minimum sub-limit \$250,000);
- .10 Operation of attached machinery;
- .11 Sudden and accidental pollution coverage (as per IBC 2313 or similar. Minimum sub-limit \$1,000,000);

and where such further risk exists,

- .12 Blasting, demolition, pile driving, caisson work, tunneling, or removal or weakening of support of property, building or land, as applicable; and
- .13 Elevator and hoist liability.

.2 Upon Interim Acceptance of the Work and until Final Acceptance of the Work, general liability insurance in the name of the Contractor and not including the Province as a named insured. General liability insurance shall have limits not less than \$10,000,000 inclusive per occurrence and in the 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. General aggregate amount, if any, must not be less than \$20,000,000. Such insurance shall include, but not be limited to:

- .1 Products and Completed Operations Liability
- .2 Owner’s and Contractor’s protective liability
- .3 Blanket written contractual liability
- .4 Cross liability and severability of interest
- .5 Contingent employer’s liability
- .6 Employees as additional insureds
- .7 Operation of attached machinery
- .8 Non Owned Automobile Liability (minimum sublimit \$2,000,000),
- .9 Broad Form Property Damage,
- .10 Sudden and accidental pollution coverage (as per IBC 2313 or similar. Minimum sublimit \$1,000,000),
- .11 Forest fire fighting expenses (minimum sublimit \$250,000).

and where such further risk exists,

- .12 Blasting, demolition, pile driving, caisson work, tunneling, or removal or weakening of support of property, building or land, as applicable; and
- .13 Elevator and hoist liability

.3 Upon Interim Acceptance of the Work and until Final Acceptance of the Work, the Contractor shall ensure all his sub-contractors provide their own **General Liability Insurance** in an amount of not less than \$5,000,000 per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include but not be limited to:

- .1 Products and Completed Operations Liability
- .2 Owner’s and Contractor’s protective liability
- .3 Blanket written contractual liability
- .4 Cross liability and severability of interest
- .5 Contingent employer’s liability
- .6 Employees as additional insureds
- .7 Operation of attached machinery
- .8 Non Owned Automobile Liability (minimum sublimit \$2,000,000),
- .9 Broad Form Property Damage,
- .10 Sudden and accidental pollution coverage (as per IBC 2313 or similar. Minimum sublimit \$1,000,000),
- .11 Forest fire fighting expenses (minimum sublimit \$250,000).

and where such further risk exists,

- .12 Blasting, demolition, pile driving, caisson work, tunneling, or removal or weakening of support of property, building or land, as applicable; and
- .13 Elevator and hoist liability

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