

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 licensed in (Alberta) and be in forms acceptable to Owner.
- .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 Owner.
- .4 Waiver of Recourse: Contractor waives all rights of recourse against Owner 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 Owner approval.
- .6 Notice of Change to Policy: Each required policy shall be endorsed to provide the Owner with not less than 30 Days advance written notice of cancellation or material change restricting coverage.
- .7 Proof of Insurance: Prior to commencement of any activities on site, Contractor shall provide Owner with proof that insurance coverages are in effect and meet specified conditions. At the option of the Owner promptly submit certified true copies of any insurance policy and shall otherwise provide proof of any required insurance, in a form acceptable to Owner.
- .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.

3. GENERAL LIABILITY INSURANCE

- .1 Contractor shall provide and maintain "Comprehensive General Liability Insurance" With limits of not less than \$5,000,000.00 inclusive per occurrence, and subject to an annual general aggregate limit as applicable to "Products and Completed Operations" only if any of not less than \$5,000,000.00 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 Premises, property and operations liability.

- .2 Broad Form Products and completed operations liability.
- .3 Owner's and Contractor's protective liability.
- .4 Blanket written contractual liability
- .5 Contingent employer's liability.
- .6 Personal injury liability.
- .7 Non-owned automobile liability.
- .8 Employee as additional insured.
- .9 Broad form property damage endorsement.
- 10. Cross liability with respect to additional insureds.
- 11. Incidental Malpractice.
- 12. Employer's liability (for those not covered by Canadian Workers' Compensation Plan).
- 13. Damage to existing structure coverage if the project involves renovations or any work involving existing structures; or if existing structures are present.
- 14. Consultants and Sub-consultants while on site for personal injury.

4. AUTOMOBILE LIABILITY INSURANCE

- .1 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. COURSE OF CONSTRUCTION AND BOILER INSURANCE

- .1 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 Owner's approval, an All Risks Installation Floater,

insuring not less than the sum of the amount of the Contract Price and the full value of Products specified to be provided by Owner for incorporation into the Work. 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, due to the nature of the Work, the full insurable value of the Work is substantially less than the Contract Price, Owner may, upon request and at his sole discretion, reduce the amount of insurance required or waive the Course of Construction Insurance requirement.

- .3 Where such risks exist, Contractor shall provide Boiler and Machinery Insurance insuring not less than the replacement value of boilers, pressure vessels and other objects insurable under a Boiler and Machinery Policy and forming part of the Work.
- .4 Builder's Risk and Boiler and Machinery Policies shall:
 - .1 be primary insurance and shall not require pro rata sharing of any loss with any insurer of the Owner.
 - .2 be in the joint names of Contractor and Owner and shall in addition insure the interests of Subcontractors, Sub-subcontractors and all others having an insurable interest in the Work, and
 - .3 provide that, in the event of a loss or damage, payment shall be made to Owner, Contractor and other Insureds as their respective interests may appear.
- .5 In the event of loss or damage to property insured under the Course of Construction and Boiler Insurance:
 - .1 Contractor shall act on behalf of Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the Insurers.
 - .2 When extent of loss or damage is determined, and upon Owner's approval, Contractor shall proceed to restore the Work.
 - .3 Contractor shall be entitled to receive from Owner, in addition to amount due under the Contract, the amount at which Owner's interest in restoration of the Work has been appraised, such amount to be paid as restoration of the Work proceeds and in accordance with the payment conditions specified in the Contract Documents. In addition, Contractor shall be entitled to receive from payments made by Insurer, the amount of Contractor's interest in restoration of the Work.
 - .4 Loss or damage shall not affect the rights and obligations of either party under the Contract except that Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as Owner may decide in consultation with Contractor.

6. CONTRACTORS' EQUIPMENT INSURANCE

- .1 Contractor shall provide, insurance covering construction machinery and equipment owned, rented, or used by contractor for performance of the work, including boiler insurance on temporary boilers and pressure vessels, in such forms and amounts as will enable the expeditious replacement or repair of damaged or destroyed equipment.

7. 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