

Section Cover Page

2005-03-15

Section 00625
Insurance Conditions

Use this Section to specify Insurance Conditions for construction contracts when Section 00700 - 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 construction projects where "standard" insurance requirements apply. If there are special requirements, modification of text may be necessary by means of Supplementary Conditions. Special requirements must be reviewed with Alberta Infrastructure and Transportation Specifications and Standards Section.

Special requirements may be necessitated by:

- .1 Work on existing buildings or structures, e.g. where asbestos abatement or hazardous material removal is involved.
- .2 Work in an existing building whose value upon completion of the Work will exceed the normal property insurance limit, i.e., the Contract Price and over which the contractor will have full care, custody and control during performance of the Work.
- .3 Demolition, e.g. by implosion.
- .4 Marine work.
- .5 Civil works.
- .6 Building moving or raising.
- .7 Special, e.g. high risk, occupancies.
- .8 Multiple contract projects where an owner controlled insurance program may be appropriate.

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 Insurance.
 7. Other Insurance.
- .3 Form 00625A – Certificate of Liability Insurance
- .4 Form 00625B – Certificate of Property Insurance

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 acceptable to Minister.
- .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 Minister.
- .4 Waiver of Recourse: Contractor waives all rights of recourse against Minister 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 Minister's approval.
- .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 or material change restricting coverage.
- .7 Proof of Insurance: Prior to commencement of any activities on site, Contractor shall provide Minister with proof that insurance coverages are in effect and meet specified conditions. Such proof shall be in the form of completed Alberta Infrastructure and Transportation Certificates of Insurance (Form 00625A and Form 00625B). In addition, Contractor shall at any time upon request, promptly submit to the Minister a certified true copy of any insurance policy and shall otherwise provide proof of any required insurance, in a form acceptable to Minister.
- .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 General Liability Insurance with limits of not less than \$2,000,000.00 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 Personal injury liability.
 - .3 Non-owned automobile liability.
 - .4 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:
 - .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.
 - .4 Forest fire-fighting expenses.
 - .5 Sudden and accidental pollution coverage.
- .3 General Liability Insurance shall:
 - .1 **not** include Minister 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, operated or licensed in Contractor's name, with limits of not less than \$1,000,000.00 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:
- .1 not less than \$5,000,000.00 inclusive per occurrence, including aircraft passenger hazard as applicable, in respect of Aircraft Liability Insurance, and
 - .2 not less than \$2,000,000.00 inclusive per occurrence, in respect of Watercraft Liability Insurance,

for bodily injury, death, and property damage including loss of use thereof.

6. 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 Minister'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 Minister 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, Minister 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 Minister.
 - .2 be in the joint names of Contractor and Minister 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 Minister, 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 Minister 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 Minister's approval, Contractor shall proceed to restore the Work.
 - .3 Contractor shall be entitled to receive from Minister, in addition to amount due under the Contract, the amount at which Minister'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 Minister may decide in consultation with Contractor.

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

INSTRUCTIONS:

- This certificate must be completed by the Contractor's insurance agent or broker and submitted to Alberta Infrastructure and Transportation **prior to commencement of any activities** by the Contractor on site. Refer to the Insurance Conditions in the Contract Documents for detailed description of insurance requirements, including required coverages.
- Insurer's standard certificate of insurance is **not acceptable** in lieu of this Alberta Infrastructure and Transportation form.
- It is understood that this certificate is issued as information only. It does not amend, extend or alter coverages afforded by the policies described herein.
- Submit completed certificate to:

**Alberta Infrastructure and Transportation
Tender Administration
Main Floor, 6950 – 113 Street
Edmonton, Alberta T6H 5V7**

Identification of Insured

Contractor's Name		
Contractor's Address		
City / Town	Province	Postal Code

Identification of Contract

Contract Name (location and description of the Work as it appears in the Contract Documents)	Project ID (from Contract Documents)
	Contract Number
	CPIN

General Liability Insurance

General Liability Insurer's Name														
General Liability Policy Number	Expiry Date ____ / ____ / ____ year month day	Limit of Liability (per occurrence)												
Umbrella or Excess Liability Insurance Insurer's Name														
Umbrella or Excess Liability Insurance Policy Number (if applicable)	Expiry Date ____ / ____ / ____ year month day	Limit of Liability (per occurrence)												
<p>Coverages provided by General Liability Policy and, if applicable, Umbrella or Excess Liability Policy (check applicable coverages)</p> <table> <tr> <td><input type="checkbox"/> Owner's and Contractor's protective liability</td> <td><input type="checkbox"/> Removal or weakening of support of property, building or land</td> </tr> <tr> <td><input type="checkbox"/> Personal injury liability</td> <td><input type="checkbox"/> Elevator and hoist liability</td> </tr> <tr> <td><input type="checkbox"/> Non-owned automobile liability</td> <td><input type="checkbox"/> Operation of attached machinery</td> </tr> <tr> <td><input type="checkbox"/> Broad form property damage endorsement</td> <td><input type="checkbox"/> Forest fire-fighting expenses</td> </tr> <tr> <td><input type="checkbox"/> Blasting</td> <td><input type="checkbox"/> Sudden and accidental pollution liability</td> </tr> <tr> <td><input type="checkbox"/> Piledriving or caisson work</td> <td></td> </tr> </table>			<input type="checkbox"/> Owner's and Contractor's protective liability	<input type="checkbox"/> Removal or weakening of support of property, building or land	<input type="checkbox"/> Personal injury liability	<input type="checkbox"/> Elevator and hoist liability	<input type="checkbox"/> Non-owned automobile liability	<input type="checkbox"/> Operation of attached machinery	<input type="checkbox"/> Broad form property damage endorsement	<input type="checkbox"/> Forest fire-fighting expenses	<input type="checkbox"/> Blasting	<input type="checkbox"/> Sudden and accidental pollution liability	<input type="checkbox"/> Piledriving or caisson work	
<input type="checkbox"/> Owner's and Contractor's protective liability	<input type="checkbox"/> Removal or weakening of support of property, building or land													
<input type="checkbox"/> Personal injury liability	<input type="checkbox"/> Elevator and hoist liability													
<input type="checkbox"/> Non-owned automobile liability	<input type="checkbox"/> Operation of attached machinery													
<input type="checkbox"/> Broad form property damage endorsement	<input type="checkbox"/> Forest fire-fighting expenses													
<input type="checkbox"/> Blasting	<input type="checkbox"/> Sudden and accidental pollution liability													
<input type="checkbox"/> Piledriving or caisson work														

Automobile Liability Insurance

Insurer's Name		
Policy Number	Expiry Date ____ / ____ / ____ year month day	Limit of Liability (per occurrence)

Aircraft Liability Insurance (if applicable)

Insurer's Name		
Policy Number	Expiry Date ____ / ____ / ____ year month day	Limit of Liability (per occurrence)

Watercraft Liability Insurance (if applicable)

Insurer's Name		
Policy Number	Expiry Date ____ / ____ / ____ year month day	Limit of Liability (per occurrence)

Certification

The undersigned hereby certifies that:

- The policies described herein, subject to their terms, conditions, and exclusions, have been issued to the named insured and are in force at this time.
- Coverages afforded under said policies will not be cancelled or materially changed to restrict coverage unless thirty (30) days advance written notice has been given to Alberta Infrastructure and Transportation at the address shown on page 1 of this form and each of the policies have been endorsed to this effect.
- The undersigned is an authorized representative of each of the insurance companies listed herein, and has full knowledge of the facts set forth herein and believes them to be true.

Name of Issuing Agency

Address of Issuing Agency

City / Town	Province	Postal Code	Telephone No.
Name of Authorized Representative (print or type)	Signature of Authorized Representative		Date of Issue

INSTRUCTIONS:

- This certificate must be completed by the Contractor's insurance agent or broker and submitted to Alberta Infrastructure and Transportation **prior to commencement of any activities** by the Contractor on site. Refer to the Insurance Conditions in the Contract Documents for detailed description of insurance requirements, including required coverages.
- Insurer's standard certificate of insurance is **not acceptable** in lieu of this Alberta Infrastructure and Transportation form.
- It is understood that this certificate is issued as information only. It does not amend, extend or alter coverages afforded by policies described herein.
- Submit completed certificate to: **Alberta Infrastructure and Transportation
Tender Administration
Main Floor, 6950 – 113 Street
Edmonton, Alberta T6H 5V7**

Identification of Insured

Contractor's Name		
Contractor's Address		
City / Town	Province	Postal Code

Identification of Contract

Contract Name (location and description as it appears in the Contract Documents)	Project ID (from Contract Documents)
	Contract Number
	CPIN

Course of Construction Insurance

Insurer's Name		
Policy Number	Expiry Date ____ / ____ / ____ year month day	Total Insured Value
Form of Policy (check applicable) <input type="checkbox"/> All Risks Builder's Risk Policy <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> All Risks Installation Floater		
Limits of Liability		
\$ _____ At Place of Work	\$ _____ At any other location	\$ _____ In transit
Deductible		
\$ _____ At Place of Work	\$ _____ At any other location	\$ _____ In transit
Coverages provided by this Policy (check applicable coverages)		
<input type="checkbox"/> All risks coverage <input type="checkbox"/> Primary Insurance, not requiring pro rata loss sharing with any other insurers of the Minister <input type="checkbox"/> Alberta Infrastructure and Transportation included as a named insured <input type="checkbox"/> Insures the interests of subcontractors, sub-subcontractors and others with an insurable interest in the Work		

Boiler Insurance

Insurer's Name		
Policy Number	Expiry Date ____ / ____ / ____ year month day	Limit of Liability (per occurrence)

Certification

The undersigned hereby certifies that: <ul style="list-style-type: none"> The policies described herein, subject to their terms, conditions, and exclusions, have been issued to the above named insured and are in force at this time. Coverages afforded under said policies will not be cancelled or materially changed to restrict coverage unless thirty (30) days advance written notice has been given to Alberta Infrastructure and Transportation at the address shown on page 1 of this form and each of the policies has been endorsed to this effect. The undersigned is an authorized representative of each of the insurance companies listed herein, and has full knowledge of the facts set forth herein and believes them to be true. 			
Name of Issuing Agency			
Address of Issuing Agency			
City / Town	Province	Postal Code	Telephone No.
Name of Authorized Representative (print or type)	Signature of Authorized Representative		Date of Issue