

SCHEDULE 11

INSURANCE REQUIREMENTS SCHEDULE

1. GENERAL

1.1 Capitalized Terms

Capitalized terms used in this Schedule have the definitions as set out in the Agreement to Design, Build, Finance and Operate Northeast Stoney Trail, Calgary (the “DBFO Agreement”) between Her Majesty the Queen in right of Alberta and the Contractor, as defined therein, unless expressed otherwise.

1.2 DBFO Agreement Reference

This Schedule is referenced in Sections 1.3, 11.1 and 11.6 of the DBFO Agreement.

2. GENERAL INSURANCE REQUIREMENTS

2.1 Insurance Act

All insurance policies must comply with the *Insurance Act* (Alberta).

2.2 No Limit on Obligations

The insurance forms and limits listed below are presented as minimum requirements that the Contractor must provide, without in any way limiting the Contractor’s obligations or liabilities under the DBFO Agreement.

3. THE INSURANCE DURING THE CONSTRUCTION PERIOD

3.1 Required Construction Period Insurance

The Contractor shall purchase and maintain in full force at all times, from the Execution of the DBFO Agreement through to Construction Completion:

- (a) General liability wrap-up insurance in an amount not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Annual general aggregate limit, if any, must not be less than \$10,000,000. Aggregate limit can be achieved through primary or umbrella liability insurance. The insured parties under the policy shall include the Contractor, the Province, and all

**SCHEDULE 11 – DBFO AGREEMENT
DRAFT: SEPTEMBER 29, 2006**

consultants, subconsultants and subcontractors. Such insurance shall include but not be limited to:

- Products and completed operations liability; the completed operations liability coverage shall remain in effect for a period of 24 months after Construction Completion;
- Owner's and contractor's protective liability;
- Blanket written contractual liability;
- Contingent employer's liability;
- Personal injury liability;
- Non-owned automobile liability;
- Cross liability with respect to additional insureds;
- Employees as additional insureds;
- Broad form property damage endorsement;
- Operation of attached machinery; and
- Sudden and accidental pollution,

and where such further risk exists:

- Blasting, demolition, pile driving, caisson work or tunnelling, as applicable;
 - Elevator and hoist liability; and
 - Towing/on hook coverage.
- (b) Automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$5,000,000. The Contractor shall require and ensure that each of its subcontractors on the Project maintains, and provides evidence as reasonably requested by the Province, of comparable insurance set forth in this Section 3(b) in an amount not less than \$5,000,000.
- (c) Course of construction insurance in the form of an “all risks” builder’s risk policy covering bridge structures, bridge culverts and any other structures forming part of the Project. The course of construction policy shall insure the Project to an amount not less than the anticipated total values at risk. The course of construction insurance shall be in the joint names of the Contractor, the Province, any Lender (as defined in Schedule 6 to the DBFO Agreement), the subcontractors and all others having an insurable interest in the Project.
- (d) Project specific professional errors and omissions insurance, covering all architects and engineers and other design professionals involved in the Project, in an amount not less than \$5,000,000 per occurrence subject to a minimum \$5,000,000 project aggregate. Project specific professional errors and omissions insurance coverage shall include an extended reporting period of not less than 36 months from Construction Completion.

4. THE INSURANCE DURING THE OPERATING PERIOD

4.1 Required Operating Period Insurance

The Contractor shall purchase and maintain in full force at all times, from the earlier of Traffic Availability and Construction Completion, through to the end of the Term:

- (a) General liability insurance in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage, including loss of use thereof. Annual general aggregate limit, if any, must not be less than \$10,000,000. Aggregate limit can be achieved through primary or umbrella liability insurance. The Province is to be added as an additional insured under this policy for any and all claims arising out of the Contractor's operations under the DBFO Agreement. Such insurance shall include but not be limited to:

- Products and completed operations liability;
- Owner's and contractor's protective liability;
- Blanket written contractual liability;
- Contingent employer's liability;
- Personal injury liability;
- Non-owned automobile liability;
- Cross liability with respect to additional insureds;
- Employees as additional insureds;
- Broad form property damage endorsement;
- Operation of attached machinery; and
- Sudden and accidental pollution,

and where such further risk exists:

- Blasting, demolition, pile driving, caisson work or tunnelling, as applicable;
- Elevator and hoist liability; and
- Towing/on hook coverage.

- (b) Automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$5,000,000.

The Contractor shall require and ensure that each of its subcontractors maintains, and provides evidence as reasonably requested by the Province, of comparable insurance set forth in this Section 4 in an amount not less than \$5,000,000.