

L4.PRO-VA-STP-0022-UC-WI-A

SUPPLIER PREQUALIFICATION – INSURANCE REQUIREMENTS

Edition 3 Revision 0, Oct 22, 2024

SECTION	EDITION	REVISION	DATE	CHANGE DESCRIPTION	AUTHOR	APPROVER
All	3	0	Oct 22, 2024	Entity consolidation to Site Resource Group Limited Partnership	A.Walker	T.Threadkell
All	2	2	May 01, 2024	Name change to Site Resource Group Inc.	A.Walker	S.Pilgrim

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INTRODUCTION

Order of Precedence

This document outlines the standard and *minimum* insurance requirements that Suppliers must comply with in order to successfully pre-qualify for SITE RESOURCE GROUP LIMITED PARTNERSHIP (“SITE”) and this document forms part of the Purchase Order (“PO”), Equipment Lease Agreement (“EQLA”), Consulting Agreement (“CA”), Memorandum Of Understanding (“MOU”), Strategic Alliance (“SA”) and/or the Back-to-Back Subcontract (“B2B”) documents (each respectively, an “Agreement).

SITE uses ISNetworld to pre-qualify those of its suppliers who perform services and/or supply goods in connection with construction activities. These are the same minimum insurance requirements as are required by SITE in the ISNetworld tool.

In the event of a conflict:

1. Between ISNetworld and this document, ISNetworld takes precedence.
2. Between the Agreement and this document, the Agreement takes precedence.
3. Between ISNetworld and the Agreement, the Agreement takes precedence.

Suppliers who are not required to qualify through ISNetworld will follow a manual pre-qualification process. Regardless of the method in which pre-qualification occurs, the standard and minimum insurance requirements apply.

Disclaimer

Insurance requirements may change based on SITE’s clients’ requirements on a project-by-project basis and these will be outlined in the Agreement.

Definitions

For the purposes of this Pre-qualification document, capitalized words, phrases and acronyms, and the grammatical variations thereof, which are not defined herein shall have the meanings specified in the Agreement.

“SITE” means SITE Resource Group Limited Partnership and/or such other Affiliate of SITE, as may be nominated by it, which may include any or all of the following: Bear Access and Environment Inc., Site Equipment Ltd., Site Resource Group Inc., or Force Copps Piling Inc.

For the purposes of this document; your organization, whether self-labelled as a supplier, vendor, material or service provider, consultant, agent, contractor, subcontractor (of any tier), or any other third party provider “title”, shall hereinafter be defined as “Supplier” and shall mean you, the party being pre-qualified.

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SUPPLIER'S INSURANCE

Unless otherwise specified in the Agreement, Supplier will obtain and maintain, from the date of Order or from commencement of the Work, until the end of the Warranty Period, the following policies of insurance:

"Commercial General Liability Insurance" that Supplier can meet through a combination of primary and excess coverage, with a limit per occurrence, and in the aggregate of not less than **\$5,000,000**, and a deductible of not more than \$50,000 per occurrence covering all sums which the insureds or their Suppliers (of every tier) may become legally obligated to pay as compensatory damages because of personal injury, bodily injury, death or property damage and resulting from the performance of the Work at the Work Site, or at places other than the Work Site, and all locations dedicated to the Work. SITE shall be named as an additional insured on this insurance policy. Such insurance policy must be endorsed to provide the following coverage:

- Premises and operations liability;
- SITE'S and Supplier's protective liability;
- Products and completed operations which shall cover the risks of liability for bodily injury and property damage arising from the operations, activities, and Work performed on and away from the Work Site;
- Blanket contractual liability;
- Cross-liability and severability of interests with respect to each insured thereunder;
- Employer's liability/Contingent employer's liability;
- Personal injury liability;
- Liability with respect to medical payments;
- "Occurrence" basis coverage for bodily injury and property damage;
- Broad form property damage coverage, including "broad form" completed operations coverage and loss of use of property coverage in an amount not less than the full replacement cost of such property;
- Cargo liability. To the extent Supplier has obligations to transport any Materials, Supplies or Equipment from a point of origin Supplier shall provide coverage in an amount equal to the full replacement value of the subject matter insured. Coverage under the policy will attach at the time of commencement of the loading of the subject matter insured, and continue in force through shipment (including transshipment and interim storage (if any)) until the conclusion of unloading at the Work Site;
- Crime coverage liability;
- Officer and director liability;

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- Shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below, on and above water, grading, and similar operations associated with Work, as applicable;
- Hook and rigging liability (for any lifting or crane services, as applicable);
- Forest fire fighting expense coverage, as applicable;
- Hired and non-owned automobile liability insurance, including third party liability arising from use and operation of hired vehicles;
- Sudden and gradual accidental pollution coverage, and premises pollution liability coverage. It shall additionally respond to cleanup both on and off the Work Site and shall further include all transportation-related events.
- Blanket contractual liability; and
- Waiver of subrogation in favor of SITE.

"Supplier's Equipment Insurance" covering all tools and equipment used at the Work Site by, or on behalf of, the Suppliers or its subSuppliers (of any tier) against "All Risks" of direct physical loss or damage, including the perils of earthquake and flood, and subject to customary exclusions. This insurance shall be maintained continuously from commencement of the Work until all construction, erection, installation and testing has been completed and the Work has been finally accepted by SITE. Such Suppliers' Equipment Insurance shall contain a waiver of subrogation against SITE and all Suppliers, subSuppliers of any tier engaged on the Work, and shall provide for thirty (30) days prior written notice of cancellation or material change to be given by the insurers to SITE and Supplier;

"Automobile Liability Insurance" covering all licensed vehicles which shall have limits of not less than **\$5,000,000** inclusive per accident for bodily injury (including death resulting therefrom) and damage to property, in the form of a standard automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned, leased, operated or used by, or on behalf of, the Supplier or any of its SubSuppliers or Affiliates involved in the Work;

"Aircraft and Watercraft Liability Insurance" if aircraft or watercraft, including unmanned aerial or marine vehicles, are used in the performance of the Work, then Supplier will obtain and maintain or cause to be obtained and maintained aircraft liability and/or watercraft liability (as applicable), with a limit of not less than **\$5,000,000** per accident or occurrence for bodily injury (including death resulting therefrom) and damage to property per passenger for aircraft passenger hazard, in the form acceptable to SITE;

"Workers' Compensation" insurance in accordance with the Applicable Laws of the jurisdiction where the Work and/or product is to be performed and/or delivered, as applicable, with limits not less than those required by such Applicable Laws. If any

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employees are principally employed in any jurisdiction other than Canada, but working on the Work and located in Canada, the Workers Compensation and policy will be extended to include extra territorial coverage;

“Professional Liability Insurance” covering professional errors and omissions with respect to any engineering, design, construction management or other professional services provided, which coverage shall include all professionals and consultants involved in the Work on the Work Site. The policy limit will be not less than **\$5,000,000** per claim and in the aggregate, which limit shall be dedicated to the Work alone and shall not be eroded by claims incurred at other work sites. Such policy shall be in force commencing no later than the Effective Date of the Agreement and shall include an extended reporting period of not less than 24 months following expiry of the Warranty Period.

any other insurance (including additional coverage within the policies listed above) which is required by Applicable Law; and

any other insurance (including additional coverage within the policies listed above) which is required by SITE or which Supplier considers necessary or prudent in accordance with good industry practice.

General Provisions for Insurance to be Provided by Supplier

With respect to the policies of insurance obtained and maintained by Supplier hereunder:

Prior to any Work taking place under an Agreement, and immediately upon renewal of any insurance policy, Supplier will furnish SITE, with certificates of insurance and if requested, copies of any applicable policy endorsements. If SITE requests, Supplier will also furnish SITE with policies of insurance for inspection by authorized representatives of SITE. The furnishing of insurance by Supplier does not limit any of the other obligations or Liabilities of Supplier under this document or the Agreement. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver or release of Supplier's obligations or Liabilities under the Agreement;

All applicable policies shall specify that they cannot be cancelled, lapsed or materially changed without providing thirty (30) days' written notice by registered mail to Supplier and immediately thereafter to SITE;

Supplier's insurance obligations contained in Section 2 above shall be considered primary and non-contributory to any insurance that SITE may maintain and that might apply on the same basis;

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If Supplier fails to provide to SITE satisfactory evidence of Supplier's insurance upon request or, if after providing such evidence, the policy lapses, is cancelled, or is reduced in coverage, then in each such case SITE may without restricting any of its other rights and remedies arising from such failure, whether under this document or the Agreement or pursuant to any Applicable Laws, obtain and maintain such insurance in the name of Supplier;

Supplier shall ensure that all SubSuppliers performing Work shall obtain and maintain insurance in accordance with Supplier's usual practice and good industry practice. Before permitting any SubSupplier to perform any Work, Supplier shall obtain a certificate of insurance from each SubSupplier evidencing such insurance. Notwithstanding the generality of the foregoing, Supplier shall ensure that all of its SubSuppliers have and continuously maintain effective Workers' Compensation or equivalent insurance in any jurisdiction in which its SubSuppliers perform any Work, and specifically in respect of any Work performed at the Work Site. Any deficiency in the coverage, policy limits, or endorsements of said SubSuppliers will be the sole responsibility of Supplier;

SITE and all other parties having a contractual right to insurance coverage shall receive a waiver of subrogation and be named as "additional insureds" on all Supplier's insurance policies (except Supplier's Automobile Liability Insurance, Supplier's Equipment Insurance and Workers' Compensation), except where prohibited by Applicable Laws. The SITE information on the Certificate shall read as follows:

SITE Resource Group Limited Partnership
#170, 120 Pembina Road
Sherwood Park, AB, Canada
T8H-0M2

Insurance Certificates shall be delivered through the ISNetworld tool. Suppliers All insurances policies shall be placed with insurers licensed to carry on business in Canada, which are rated "A-VII" or higher by A.M. Best, and are reasonably acceptable to the site, and for further specificity, shall be placed by insurers licensed to do business in the Province of Alberta or Province of British Columbia or Province of Manitoba or Province of Saskatchewan, as applicable;

Supplier shall use all diligence to ensure that all insurance arranged under this document or the Agreement shall not be invalidated;

All insurance policies provided by Supplier will be consistent to what is typically obtained for work similar in nature, size and scope of the Work being performed by Supplier;

All insurance policies provided by Supplier will have commercially reasonable deductibles acceptable to SITE, but in no case shall they be in excess of \$50,000 CAD;

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Supplier shall be solely responsible and liable, in each claim or occurrence for all deductibles, self-insured retentions and self-insurance payable under any Supplier policies of insurance; and

Notwithstanding Section 0, SITE shall not be obligated to review any of Supplier's certificates of insurance, insurance policies or endorsements or advise Supplier of any deficiencies in such documents. Receipt of copies by SITE shall not limit any of the other obligations or Liabilities of Supplier under the Agreement or be deemed a waiver of SITE's rights thereunder.

SITE Insurance

SITE will obtain and maintain the policies of insurance specified in the Agreement, if any.

END

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