



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC  
10025 Jasper Ave., 5th Floor  
ATB Place  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Suite 1650  
635 - 8th Ave. S.W.  
Bureau 1650  
635 - 8e avenue, SO  
Calgary  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Main Construction Mngmt- Giant Mine	
<b>Solicitation No. - N° de l'invitation</b> EW702-141166/G	<b>Amendment No. - N° modif.</b> 009
<b>Client Reference No. - N° de référence du client</b> EW702-141166	<b>Date</b> 2017-04-05
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$GMP-012-6553	
<b>File No. - N° de dossier</b> GMP-3-36061 (012)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-04-11</b>	
<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bogus, Katherine	<b>Buyer Id - Id de l'acheteur</b> gmp012
<b>Telephone No. - N° de téléphone</b> (587) 920-3075 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PUBLIC WORKS AND GOVERNMENT SERVICES CANADA GIANT MINE YELLOWKNIFE, NT	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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This amendment has been raised to modify solicitation EW702-141166/G as follows:

**Question 69:**

Referring to GC1.6 Indemnification by the Contractor (as amended by SC09), deliberate actions is referenced. Can you clarify what Canada defines as deliberate actions?

**Answer 69:**

Deliberate actions would be considered any action that could be reasonably deemed as intentional and premeditated. The action could be deliberate even if the resulting consequence was not anticipated or intentional. Failure to act in a reasonable way to identify site risks could also be considered deliberate.

**Question 70:**

- a. Under the same section GC1.6, it states "the obligation to indemnify Canada is limited as follows: (a) In respect of losses for which insurance is required under the Contract, the Commercial General Liability insurance limit for one occurrence as specified in the Contract insurance requirements." It is not clear whether the indemnity cap described in 2(a) is meant to cover events which are covered by other types of insurance required under the Contract, nor whether such amount is limited to an insurance claim which is actually paid by the insurer. For example, will an event covered under automobile liability insurance coverage (which has a lower coverage amount than the CGL coverage requirement based on the requirements identified in the Certificate of Insurance (pages 165-167 of the RFP)) result in a claim against the CGL policy for the additional amount (up to the CGL limit) which exceeds the automobile liability coverage.
- b. Does Canada intend that the CGL occurrence limit apply to all insurable claims?
- c. If there is a third-party claim for \$10Mil and the Contractor's insurer will only pay out \$5Mil for such claim, will the indemnity be limited to \$5Mil?

**Answer 70:**

- a. Depending on how the Insurer policy is written the Umbrella or Blanket insurance would have to be used for the differential. The Liability cap is for the overall responsibility of the MCM, anything above that is potentially Crown Liability. Any additional insurance coverage the Proponents deem necessary for its own benefit and protection is to be included in the Core Activities Fixed Fee.
- b. Yes, it is a required minimum level based upon the tasks described in the RFP. The contractor is responsible for any additional insurance they feel is needed to meet the requirements of the contract.
- c. No. It would depend on the amount of insurance the contractor gets, for example, if there is a third party claim for \$10M and the insurance pays \$5M then the contractor is responsible for the remaining \$5M. The amounts used in this response are for example. The insurance requirements are detailed below.

**Question 71:**

Referring to GC1.22 Rights to Intellectual Property (as added by SC01), yes or no, is the IP general condition applicable to any consultant or sub-contractor the MCM hires?

**Answer 71:**

The terms and conditions between Canada and the MCM are between those two parties.

The terms and conditions outlined in the sub-contract between the MCM and the subcontractor are the responsibility of the MCM.

For certain work packages, Canada may request the Rights to Intellectual Property be included in subcontracts.

**Question 72:**

- a. Referring to GC3.5 Material and GC 3.10 Material, Plant and Real Property Become Property of Canada, do these terms apply to the MCM's and sub-contractor's mobile equipment such as pickup trucks and heavy equipment?
- b. Is there a distinction between owned or leased assets?
- c. How does this apply to Canada's ownership of the MCM's and sub-contractor's plant, ie. pickup trucks and mobile heavy equipment?
- d. For example, does everything coming onto the site need to be new, and once on site, is it automatically owned by Canada until the work is completed?

**Answer 72:**

- a. Heavy equipment and vehicles is not considered plant or material to become property of Canada.
- b. The ownership cited in the clauses above is typically for a piece of equipment for continued site operations, such as the New ETP or Pumps. That type of equipment is required to be new. The contractor's fleet of trucks would not transfer to the Crown. The purpose of this GC is to convey that Material, Plan and Real Property Become Property of Canada remain under the control of Canada once brought to site for the purposes of executed the work.
- c. Ownership is considered to be in control of the equipment. Approval from Canada is required to remove the equipment from the site. Canada does not intend to own the equipment once the contract is complete.
- d. Equipment brought on site to carry out the work doesn't necessary need to be new, however any of the built works will be required to be new. Eg. New ETP or Pumps.

**Question 73:**

Referring to GC4.1 and GC4.3, do all circumstances include force majeure?

**Answer 73:**

Any application of force majeure is at Canada's discretion.

**Question 74:**

Referring to TOR2.1.2.3.1, yes or no, if acceptable industry standards and regulations are followed, will the MCM still be held liable for exacerbating hazardous materials?

**Answer 74:**

If proper due diligence is exercised with respect to following industry standards and regulations liability should be mitigated however no representations will be made by Canada.

**Question 75:**

With respect to SC09 – Limitation of Liability, please confirm the following: Is the referenced limit of \$32,162,000 intended to be: (1) an aggregate limit of liability to cover the entire duration of the Contract; or (2) a per occurrence limit of liability, being a cap on each individual "loss". Please indicate if the \$32,162,000 covers option (1) or (2).

**Answer 75:**

Refer to 'Delete' and 'Replace' below.

**Question 76:**

With respect to SC04 – Insurance Contracts, please confirm the following: is the referenced limit of \$100,000,000 CGL/Umbrella Liability, \$5,000,000 Errors & Omissions and \$25,000,000 Environmental Impairment Liability intended to be: (1) an aggregate limit of Insurance to cover the entire duration of the Contract; or (2) a per occurrence limit of Insurance, being a cap on each individual claim.

**Answer 76:**

Refer to 'Delete' and 'Replace' below.

**Question 77:**

Regarding 2. Insurance and Certification:

- 2.B.a: The insurance requirements identified in the RFP are the insurance limits required by the GMRP Project. The Proponent is to provide an Insurance Framework identifying which insurance policies will be provided by the MCM, and which insurance policies will be provided per Design Package by the sub-contractors.
- A. For which term do these insurance requirements apply?
- B. Term 1 activities are not risky from a CGL/Umbrella standpoint. Will the client accept lower policy limits for this initial phase?

**Answer 77:**

Refer to 'Delete' and 'Replace' below.

**Question 78:**

Regarding SC09 LIMITATION OF LIABILITY:

2. The Contractor's obligation to indemnify Canada for losses related to first party liability and third party liability during the contract shall be limited to:
- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract.
- A. Does this mean Contractor's liability for third-party claims is limited to the General Liability insurance requirement?
- B. Will Canada indemnify Contractor for third-party claims above this amount?

**Answer 78:**

- A. No, the Contractor's liability for third-party claims is not limited to the General Commercial Liability insurance requirement.
- B. The amount Canada can claim for 3<sup>rd</sup> party liability is limited, however the amount a third party can claim directly against the contractor is not indemnified.

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Buyer ID - Id de l'acheteur

GMP012

CCC No./N° CCC - FMS No/ N° VME

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**Question 79:**

**ANNEX B – CERTIFICATE OF INSURANCE:**

The (General Liability) policy must have the following limits:

- (a) \$10,000,000 Each Occurrence Limit;
- (b) \$100,000,000 Umbrella Insurance coverage; and
- (c) \$10,000,000 Products/Completed Operations Aggregate Limit.

Errors and Omissions Liability: \$5M

Automobile Liability: \$2M

Environmental Impairment Liability: \$25M. The policy must include "Pollution Legal Liability – Fixed Site Coverage, Contractors Pollution Liability, Storage Tank Third Party Liability and Contractors Professional Liability insurance."

This type of insurance applies to site owners and is generally not available to contractors. Can the requirement be revised to "Contractors Pollution Liability" insurance?

**Answer 79:**

Refer to 'Delete' and 'Replace' below.

**Delete:****SRE 4 - PHASE ONE MANDATORY REQUIREMENTS, EXPERIENCE OF PROPONENT AND UNDERSTANDING OF THE PROJECT SUBMISSION REQUIREMENTS AND EVALUATION, 4.1.2****B. Insurance Requirement**

- a. The insurance requirements identified in the RFP are the insurance limits required by the GMRP Project. The Proponent is to provide an Insurance Framework identifying which insurance policies will be provided by the MCM, and which insurance policies will be provided per Design Package by the sub-contractors. Proponents are to provide proof, in the form of a letter from an Insurer, stating that the *Proponent* is capable of providing the insurance coverage in accordance with the Proponents proposed Risk Allocation Framework. The insurance requirements are included in the Certificate of Insurance. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A -".

The chart below is provided as an example for Proponents. The aggregate of the proposed allocation identified by Proponents, in the Risk Allocation Framework, must total the Project insurance requirements.

**Risk Allocation Framework**

	<b>CGL/Umbrella Liability</b>	<b>Errors and Omissions Liability</b>	<b>Automobile Liability</b>	<b>Environmental Impairment Liability</b>
Project Insurance Requirements	\$100,000,000.00	\$5,000,000.00	\$2,000,000.00	\$25,000,000.00
Proponent	\$ _____	\$ _____	\$ _____	\$ _____
Contaminated Soils	\$ _____	\$ _____	\$ _____	\$ _____
General Surface Demolition	\$ _____	\$ _____	\$ _____	\$ _____
Underground Stabilization	\$ _____	\$ _____	\$ _____	\$ _____
Open Pits	\$ _____	\$ _____	\$ _____	\$ _____
Openings to Surface	\$ _____	\$ _____	\$ _____	\$ _____
Freeze Program	\$ _____	\$ _____	\$ _____	\$ _____
Site Services	\$ _____	\$ _____	\$ _____	\$ _____
New Effluent Treatment Plant	\$ _____	\$ _____	\$ _____	\$ _____
Design Integration	\$ _____	\$ _____	\$ _____	\$ _____
Tailings Rehabilitation	\$ _____	\$ _____	\$ _____	\$ _____
Surface Water Management	\$ _____	\$ _____	\$ _____	\$ _____
Baker Creek	\$ _____	\$ _____	\$ _____	\$ _____
Waste Stream Management (Landfill)	\$ _____	\$ _____	\$ _____	\$ _____
Borrow	\$ _____	\$ _____	\$ _____	\$ _____

**Insert:****SRE 4 - PHASE ONE MANDATORY REQUIREMENTS, EXPERIENCE OF PROPONENT AND UNDERSTANDING OF THE PROJECT SUBMISSION REQUIREMENTS AND EVALUATION, 4.1.2****A. Insurance Requirement**

- a. The Proponent must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Proponent, if issued the contract as a result of this Request for Proposal can be insured in accordance with the Insurance Requirements specified in the Supplementary Conditions and the following limits in accordance with Annex B – Certificate of Insurance:

- Commercial General Liability: **\$32,162,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- Automobile Liability: Third Party Liability - **\$2,000,000** Minimum Limit per Accident or Occurrence
- Errors & Omissions: **\$5,000,000** per loss and in the annual aggregate, inclusive of defense costs.
- Environmental Impairment Liability: Up to **\$10,000,000** per accident or occurrence and in the annual aggregate. **NOTE:** At time of contract award, the MCM will be required to provide coverage for \$5,000,000.00 as per Annex B – Certificate of Insurance.

For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A -".

**Delete:****SRE 2 – Requirements for Submission of Proposals, 2.2.1b,vii)**

- vii) Mandatory Proof of Insurance in accordance with Risk Allocation Framework

**Insert:****SRE 2 – Requirements for Submission of Proposals, 2.2.1b,vii)**

- vii) Mandatory Proof of Insurance in accordance with Insurance Requirements specified in the Supplementary Conditions and Annex B – Certificate of Insurance

**Delete:****SRE 3 – Evaluation of Proposals, 3.6.2:**

3	Mandatory Proof of Insurance in accordance with Risk Allocation Framework	Pass / Fail	Will be indicated by a "yes" or "no" in the Compliant column
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**Insert:****SRE 3 – Evaluation of Proposals, 3.6.2:**

3	Mandatory Proof of Insurance	Pass / Fail	Will be indicated by a "yes" or "no" in the Compliant column
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**Delete:****SC02 – Soliciting Bids, 2.**

As an independent entity, the MCM will select its own subcontractors. It is most important that these selection processes are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction work. Government of Canada believes that competitive bidding and open tendering processes will yield the best value at lowest cost for subcontracted services. For all requirements, the GMRP Team in consultation with the MCM will determine the appropriate contract security requirements and insurance requirements on a per work package basis. The insurance requirements must be in line with the proposed Risk Allocation Framework, to reduce the risk of unnecessary duplication of coverage. The MCM will also be required to provide notification in accordance with Annex 9.2 of the PWGSC Supply Manual to the applicable CLCA offices. The MCM must obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:

**Insert:****SC02 – Soliciting Bids, 2.**

As an independent entity, the MCM will select its own subcontractors. It is most important that these selection processes are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction / remediation work. Government of Canada believes that competitive bidding and open tendering processes will yield the best value at lowest cost for subcontracted services. For all requirements, the GMRP Team in consultation with the MCM will determine the appropriate contract security requirements and insurance requirements on a per work package basis. The MCM will also be required to provide notification in accordance with Annex 9.2 of the PWGSC Supply Manual to the applicable CLCA offices. The MCM must obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:

**Delete:****Appendix 3 – Checklist for Phase One & Phase Two, Phase One:**

Insurance Requirement: Proponents are to provide proof, in the form of a letter from an Insurer, stating that the *Proponent* is capable of providing the insurance coverage in accordance with the Proponents proposed Risk Allocation Framework.

**Insert:****Appendix 3 – Checklist for Phase One & Phase Two, Phase One:**

Insurance Requirement: Proponents are to provide proof, in the form of a letter from an Insurer, stating that the *Proponent* is capable of providing the insurance coverage in accordance with Insurance Requirements specified in the Supplementary Conditions and Annex B – Certificate of Insurance



**Delete:****Appendix 5 – Basis & Method of Payment****E) Fixed Fee for Bonding & Insurance Requirements****Basis of Payment**

- Include all costs, overheads, and profit associated with the provision of the bonding requirements.
- Include the estimated cost for the Project Insurance requirements. Any additional insurance coverage the Proponent deems necessary is to be included in other line items.

**Method of Payment**

Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by invoices/receipts: The fixed fee for bonding requirements and actual cost of the insurance requirements will be divided equally over the 27 month period of the contract, and paid as part of the monthly fee.

**Insert:****Appendix 5 – Basis & Method of Payment****E) Fixed Fee for Bonding & Insurance Requirements****Basis of Payment**

- Include all costs, overheads, and profit associated with the provision of the bonding requirements.
- Include the estimated cost for the insurance requirements specified in the Supplementary Conditions and Annex B – Certificate of Insurance. Any additional insurance coverage the Proponent deems necessary is to be included in other line items.

**Method of Payment**

Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by invoices/receipts: The fixed fee for bonding requirements and actual cost of the insurance requirements will be divided equally over the 27 month period of the contract, and paid as part of the monthly fee.

**Delete:****SC09 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

**GC1.6 Indemnification by the Contractor**

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to *first* party liability and *third* party liability during the contract shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract.
  - b. In respect to losses, for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the limit is \$32,162,000.00. This limit applies not only to damages to Canada, but also limits the amount that the Contractor must reimburse to Canada if Canada is required, as a result of joint and several liability, to pay a third party in respect of damages

caused by the Contractor. This limitation of the Contractor's liability shall be exclusive of interest and all legal costs and shall not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.

3. Despite the above, Canada has no obligation to reimburse the Contractor for amounts that the Contractor is required by law to pay directly to any third party, even if those amounts are for damages that relate to the Contractor's performance of or failure to perform the Contract
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known. If requested by Canada, the Contractor shall defend Canada against any third party claims.

**Insert:**

SC09 Limitation of Liability

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to *first* party liability and *third* party liability during the contract shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit per occurrence, Environmental Impairment Liability insurance limit per occurrence, Errors and Omissions insurance limit per loss, and Automobile insurance limit per occurrence as referred to in the insurance requirements of the Contract.
  - b. In respect to aggregate losses, for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, or where the insurance obtained by the Contractor in accordance with the insurance requirements of the Contract is insufficient to cover the actual loss, the limit is \$32,162,000.00 for the duration of the Project. This limit applies not only to damages to Canada, but also limits the amount that the Contractor must reimburse to Canada if Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor. This limitation of the Contractor's liability shall be exclusive of interest and all legal costs and shall not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.
3. Despite the above, Canada has no obligation to reimburse the Contractor for amounts that the Contractor is required by law to pay directly to any third party, even if those amounts are for damages that relate to the Contractor's performance of or failure to perform the Contract
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known. If requested by Canada, the Contractor shall defend Canada against any third party claims.

**Delete:**

Annex B – Certificate of Insurance in its entirety

Solicitation No. - N° de l'invitation

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INAC

Amd. No. - N° de la modif.

9

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Buyer ID - Id de l'acheteur

GMP012

CCC No./N° CCC - FMS No/ N° VME

**Replace:**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

**CERTIFICATE OF INSURANCE**

Description and Location of Work Main Construction Manager Giant Mine, Yellowknife, NT	Contract No. EW702-141166
	Project No. R.014201.300

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Errors and Omissions Liability</b>				\$		
<b>Automobile Liability</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
<b>Environmental Impairment Liability</b>				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

[Empty box for name of person authorized to sign]

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

[Empty box for telephone number]

Telephone number

[Empty box for date]

Signature \_\_\_\_\_

Date D / M / Y

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 CERTIFICATE OF INSURANCE Page 2 of 5
**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than ninety (90) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**The Contractor must maintain the required insurance coverage for the duration of Term 1 of the Contract. Canada reserves the right to adjust the minimum insurance requirements for Term 1, Term 1 Option Period and Term 2 and the costs will be reimbursable as per Appendix 5 – Basis and Method of Payment R.** Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

For all requirements, the GMRP Team in consultation with the MCM will determine the appropriate insurance requirements on a per work package basis. The MCM may be required to provide a letter from their sub-contractor's insurance broker or an insurance company stating that the MCM is named as Additional Insured. MCM is added as an additional insured, but only with respect to liability arising out of the Sub Contractor's performance of the Contract. For certain work packages, Canada may also request to be added as an additional insured to the sub-contractor's policy.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage for the Contractor's own benefit and protection, is to be included in overhead, in accordance with Appendix 5 – Basis and Method of Payment, C – Fixed Fee for Core Activities.

For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best rating no less than "A -". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The following insurance requirements must be dedicated to the Giant Mine Remediation Project.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.
- (e) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (f) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

- (g) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (h) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (i) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (j) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (k) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (l) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (m) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (n) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority ninety (90) days written notice of policy cancellation.
- (o) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (p) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (q) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

The policy must have the following minimum limits:

- (a) **\$10,000,000** Each Occurrence Limit;
- (b) **\$32,162,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

### Errors and Omissions Liability

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature for **\$5,000,000** per loss and in the annual aggregate, inclusive of defense costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

### Automobile Liability

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature for **\$2,000,000** per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - **\$2,000,000** Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection

### Environmental Impairment Liability

1. The Contractor must obtain Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, for **\$5,000,000** per accident or occurrence and in the annual aggregate.

Pollution Legal Liability - Fixed Site Coverage, Contractors Pollution Liability, and Storage Tank Third Party Liability may be required on subsequent work packages, and will be determined in consultation with GMRP Team.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Pollution Legal Liability – Fixed Site Coverage, Contractors Pollution Liability, Storage Tank Third Party Liability and Contractors Professional Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority ninety (90) days written notice of policy cancellation.
  - c. Separation of Insured's: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to contaminate releases from storage tanks.
  - g. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice*

Solicitation No. - N° de l'invitation

EW702-141166/G

Client Ref. No. - N° de réf. du client

INAC

Amd. No. - N° de la modif.

9

File No. - N° du dossier

Buyer ID - Id de l'acheteur

GMP012

CCC No./N° CCC - FMS No/ N° VME

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CERTIFICATE OF INSURANCE Page 5 of 5

*234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.